

Activity ID	Activity Name	Unit	Start	Payment Due
T2203CR052	Turbine Bldg - #4 Install and Connect Rebar for Turbine Bldg Basemat at Column Line 14-17 & Column Line I.2 - R, EL 100'	U2	1-Aug-12	\$2,577,833
A4323CC011	Annex Bldg - Place East Grade Wall at Column Line E, EL 100'-107'2 Areas 2 & 3	U2	3-Aug-12	\$2,577,833
Sep-12				
	Unit 3 milestone TBD	U3	1-Sep-12	\$5,878,558
C1203KQ2301	Containment - Install KQ23 Upper Chemical Volume Control System (CVS) Module, EL 84'6 Room 11209 Area 2	U2	28-Aug-12	\$2,577,833
A4443MSV02	Annex Bldg - Install Roof Ventilator VXS-MY-V02, EL 118'6 Area 4	U2	30-Aug-12	\$2,577,833
C1203CC007	Containment - Place Mass Concrete to EL 107'2 with Curbs 108'-2 Northeast	U2	31-Aug-12	\$2,577,833
Oct-12				
	Unit 3 milestone TBD	U3	1-Oct-12	\$7,020,140
C1443AX021	Containment - Prepare & Prime Floors and Walls, EL 107'2 to 118'6	U2	24-Sep-12	\$2,318,645
T2313CH81A	Turbine Bldg - Install T/G Support Module 2031-CH-81A	U2	1-Oct-12	\$2,318,645
T2203ER010	Turbine Bldg - Install Cable Trays & Supports EL 89' to 100' 0"	U2	7-Sep-12	\$2,318,645
Nov-12				
	Unit 3 milestone TBD	U3	1-Nov-12	\$7,020,140
T2343SS001	Turbine Bldg - Erect Structural Steel at Column Line I.2-L.1 12.1-14, EL 116'9 -134'6 Area 4	U2	29-Oct-12	\$2,318,645
A4343PP002	Annex Bldg - Install & Finish Plumbing Fixtures, EL 100' Area 4	U2	22-Oct-12	\$2,318,645
T2403C3010	TURBINE BLDG - SET & INSTALL MONORAILS EL 117' 6" to 135' 3"	U2	29-Oct-12	\$2,318,645
Dec-12				
	Unit 3 milestone TBD	U3	1-Dec-12	\$7,020,140
A4343EL002	Annex Bldg - Install Lighting & Complete Electrical, EL 100' Area 4	U2	14-Nov-12	\$2,318,645
A4343PX100	Annex Bldg - Paint Piping, EL 100' Area 4	U2	19-Nov-12	\$2,318,645
C2353AX000	Aux Bldg - Begin Preparation & Priming of Surfaces, EL 100' to 117'6	U2	3-Dec-12	\$2,318,645
Jan-13				
	Unit 3 milestone TBD	U3	1-Jan-13	\$6,543,977
Y0223MT500	ERECT - HYDROGEN STORAGE TANK AREA	U2	26-Dec-12	\$2,281,490
C2353AX001	Aux Bldg - Prepare & Prime Surfaces, EL 100' to 117'6 Areas 5 & 6	U2	19-Dec-12	\$2,281,490

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**Stone & Webster Firm Price  
Milestone Payment Schedule**

Activity ID	Activity Name	Unit	Start	Payment Due
A4323TX000	Annex Bldg - Perform Piping Integrity Check, EL 100' Area 2	U2	19-Dec-12	\$2,281,490
Feb-13				
	Unit 3 milestone TBD	U3	1-Feb-13	\$6,543,977
T2503EV010	Turbine Bldg - Set & Install VFD's EL 135' 3" to 161' 0"	U2	7-Feb-13	\$2,281,490
T2303CC101	Turbine Bldg - Place Concrete Slab above Grade (SAG) at Column Line K.1-P.1 & 12.1-14, EL 117'6 Area 0	U2	31-Jan-13	\$2,281,490
C2453CC100	Aux Bldg - Place Concrete Floor, EL 117'-6 Areas 5 & 6	U2	31-Jan-13	\$2,281,490
Mar-13				
	Unit 3 milestone TBD	U3	1-Mar-13	\$6,543,977
C1403CF001	Containment - Install Concrete Reinforcing Slab at EL 135'3	U2	21-Feb-13	\$2,281,490
T2383EG001	Turbine Bldg - Ground Structural Steel at Heater Bay, EL 100'	U2	27-Feb-13	\$2,281,490
C2173TX005	Aux Bldg - Perform Piping Integrity Check, EL 66'-6 Areas 7 & 8	U2	18-Feb-13	\$2,281,490
Apr-13				
STEDS35000	(EDS) TEST SWITCH BOARDS	U2	8-Apr-13	\$2,443,631
STTCS45000	(TCS) TEST PUMPS	U2	4-Apr-13	\$2,443,631
C2773CM000	Aux Bldg - Begin Installation of Reinforcing Assemblies , EL 262'9 to 333'9	U2	8-Apr-13	\$2,443,631
May-13				
A4513MA001	Annex Bldg - Install Battery Room Exhaust Fan VXS-MA-09A & B, EL 135'3 Area 1	U2	2-May-13	\$2,443,631
T2313PL001	Turbine Bldg - Install High Pressure Turbine Cross Under Exhaust East & West Pipe Spool, EL 100' Area 1	U2	15-Apr-13	\$2,443,631
C2653CF101	Aux Bldg - Form Deck Roof Slab at Column Line I-J1 & 2-4, EL 153' Area 5	U2	26-Apr-13	\$2,443,631
Jun-13				
T2513MG001	Turbine Bldg - Install Turbine Lower casings, EL 161'-2 Area 1	U2	16-May-13	\$2,443,631
C2103CR131	Aux Bldg - Install Grounding	U3	7-Jun-13	\$10,173,013
N0003CR500	Install Nuclear Island Basemat Lower Rebar & Embeds	U3	30-Apr-13	\$10,173,013
Jul-13				
C2353CM900	Aux Bldg - Assemble Wall Rebar for EL 100'-135'3 Areas 1 - 8	U3	29-Apr-13	\$3,548,315
T2323PL035	Turbine Bldg - Install Piping Make Up Pieces to Auxiliary Boiler Equipment & Modules, El 100' Area 2	U2	11-Jun-13	\$5,397,370
STIDS65000	(IDS) TEST SWITCH BOARDS	U2	25-Jun-13	\$5,397,370

Activity ID	Activity Name	Unit	Start	Payment Due
<b>Aug-13</b>				
C2153CF005	Aux Bldg - Install Forms for Butting Wall J-2 & K-2 EL 66'-84' Area 6	U3	14-Aug-13	\$3,548,315
C2103CF000	Aux Bldg - Begin Installation of Concrete Forms, EL 66'6	U3	12-Aug-13	\$3,548,315
N0003CC000	Place Concrete for Unit 3 Nuclear Island Basemat	U3	1-Aug-13	\$3,548,315
<b>Sep-13</b>				
C2153AX030	Aux Bldg - Prepare & Prime Surfaces, EL 66'6 Area 4	U3	5-Sep-13	\$3,548,315
C2103EF000	Aux Bldg - Begin Electrical Equipment Installation, EL 66'6 All Areas	U3	11-Sep-13	\$3,548,315
T2303TX000	Turbine Bldg - Perform Piping Integrity Check, EL 89' & 100' Area 0	U2	22-Aug-13	\$5,397,370
<b>Oct-13</b>				
STASS15000	(ASS) TEST CIRCUIT BREAKERS	U2	23-Sep-13	\$3,103,228
C2123CF011	Aux Bldg - Install Wall Form at Column Line 9.5 From I to K, EL 66'6 - 84'6 Area 2	U3	3-Oct-13	\$6,985,199
STCCS20000	(CCS) TEST CIRCUIT BREAKERS	U2	16-Sep-13	\$3,103,228
<b>Nov-13</b>				
C2343CF000	Aux Bldg - Begin Installation of Wall Forms, EL 100'	U3	7-Nov-13	\$6,985,199
T2393EW000	Turbine Bldg - Pull & Terminate Cable, EL89' & 100' Area 9	U2	14-Oct-13	\$3,103,228
C2123JE011	Aux Bldg - Install Instruments to Support Hydro Test, EL 66'6 to 82'6 Areas 1 & 2	U2	1-Nov-13	\$3,103,228
<b>Dec-13</b>				
STRNS15000	(RNS) TEST CIRCUIT BREAKERS	U2	22-Nov-13	\$3,103,228
C1103CR010	Containment - Install Rebar for Steam Generator Floors, EL 83'	U3	3-Dec-13	\$6,985,199
C1243CB510	Containment - Install CB51 Steam Gen #1 Room Wall Panel Module (A), EL 80'-83' Room 11201 Areas 1 & 2	U3	25-Nov-13	\$6,985,199
<b>Jan-14</b>				
S0EC9TE021	ECS ENERGIZE 4160V SWGEAR TURB EL 135' A 7 14.	U2	6-Jan-14	\$2,086,526
C1203CC087	Containment - Place Concrete to EL 87' 6	U3	3-Jan-14	\$9,070,776
C1203CC000	Containment - Begin Concrete Placement, EL 84'6 - 108'2	U3	3-Jan-14	\$9,070,776
<b>Feb-14</b>				
S0CW3TX000	CWS - SYSTEM HYDRO TURB & YARD	U2	17-Feb-14	\$2,086,526
S0CV3TX011	CVS FLUSH P 1 W/TMP PMP THRU CVS SKID TO SF POOL	U2	10-Feb-14	\$2,086,526
C1133CA045	Containment - Remove Bracing from CA04 Reactor Vessel Cavity / RCDT Structural	U3	30-Jan-14	\$9,070,776

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Activity ID	Activity Name	Unit	Start	Payment Due
	Module, EL 87'6			
Mar-14				
S0CC3TX005	CCS HYDRO PKG A IN AUX BUILDING FROM 100' to 135'3	U2	6-Mar-14	\$2,086,526
S0FP3TX009	FPS HYDRO PKG H AUX 3,4,5,6 ABOVE 135' & Above	U2	6-Mar-14	\$2,086,526
STMSS35000	(MSS) TEST RELIEF VALVES	U2	12-Feb-14	\$2,086,526
Apr-14				
C2403CF000	Aux Bldg - Begin Installation of Concrete Wall Forms, EL 118'6 - 133'	U3	25-Apr-14	\$3,817,178
C2173PL001	Aux Bldg - Install Make Up Piping for Cradle Reinforcement South, EL 66'6 Area 7	U3	14-Apr-14	\$3,817,178
C2263CC002	Aux Bldg - Place Concrete at Column Line North Wall Column Line 2 - 4, EL 89' thru 98'1 Area 6	U3	15-Apr-14	\$3,817,178
STCDS25000	(CDS) TEST MOTOR HEATERS	U2	3-Apr-14	\$3,113,903
T2203PL050	Turbine Bldg - Flush & Hydro all Large Bore Pipe, By System, EI All	U2	11-Feb-14	\$3,113,903
May-14				
C2223CC100	Aux Bldg - Place Concrete Floor Slabs, EL 82'6 Area 2	U3	14-May-14	\$3,817,178
C2123CC021	Aux Bldg - Place Concrete Beams at Column Line 9.1 - 9.5, J & K to 81'-6	U3	14-May-14	\$3,817,178
Jun-14				
C2233MV000	Aux Bldg - Begin Installation of Degasifier Column, EL 74'6	U3	17-Jun-14	\$3,817,178
A4213XE002	Annex Bldg - Excavate for Basemat (Check Soil Conductivity), EL 89' Area 1A	U3	9-Jun-14	\$3,817,178
Jul-14				
A4213EG001	Annex Bldg - Install Basemat Grounding Grid, Column Lines 2 - 13 & A - I1, EL 89' Areas 1, 2, 3 & 4	U3	26-Jun-14	\$4,131,950
A4343AM001	Annex Bldg - Install Masonry Wall Column Line C.5 Corridor Wall, Rooms 40311 & 40319, EL 100' - 118' Area 4	U3	25-Jun-14	\$4,131,950
Aug-14				
C2343CC000	Aux Bldg - Begin Concrete Placement, EL 107'2	U3	21-Aug-14	\$4,131,950
C2343CP013	Aux Bldg - Install Precast Panels, EL 100' for Room 12351 Area 4	U3	18-Aug-14	\$4,131,950



**Stone & Webster Firm Price  
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Activity ID	Activity Name	Unit	Start	Payment Due
Sep-14				
C2333PH000	Aux Bldg - Begin Installation of Personnel Access Hatch from Aux Bldg to Containment, EL 107'2	U3	12-Sep-14	\$4,131,950
T2203CC020	Turbine Bldg - Install 6" Work Mat below Turbine Bldg Basemat, EL 95'6 Area 0	U3	9-Sep-14	\$4,131,950
Oct-14				
A4313CY001	Annex Bldg - Cure 2' Wall at Column Line 9,E-H.03/6.5 Room 40309, EL 100' Area 1	U3	9-Oct-14	\$1,819,340
C2523CC005	Aux Bldg - Place Concrete Wall at Column I 7.3-10, EL 133'- 149' Area 2	U3	14-Oct-14	\$1,819,340
A4313CC003	Annex Bldg - Place 2' Wall at Col 12-13 & G.2-H.03 (Room 40305), EL 100' - 117'2 Area 1	U3	13-Oct-14	\$1,819,340
Nov-14				
T2203CC032	Turbine Bldg - #2 Place Turbine Bldg Basemat, Areas 8 & 9, EL 100'0	U3	12-Nov-14	\$1,819,340
C2473AX078	Aux Bldg - Prepare & Prime Walls, EL 117'6 to 135'3 Areas 7 And 8	U3	27-Oct-14	\$1,819,340
C2673CF002	Aux Bldg - Install Shield Wall Form at 5-N EL 165'-181' Areas 7 & 8	U3	4-Nov-14	\$1,819,340
Dec-14				
A4323CF013	Annex Bldg - Install Forms East Grade Wall Col. Line E, Rooms 40326, 40353, 40357, 40340, EL 100' - 107'2 Areas 2 & 3	U3	1-Dec-14	\$1,819,340
T2203CC062	Turbine Bldg - #5 Place Turbine Bldg Basemat at Column Line 11-12.1, EL 100'	U3	4-Dec-14	\$1,819,340
A4443MSV02	Annex Bldg - Install Roof Ventilator VXS-MY-V02, EL 118'6 Area 4	U3	20-Nov-14	\$1,819,340
Jan-15				
T2333CH81C	Turbine Bldg - Install CH81C North Turbine Turning Gear (TG)Support Module 2033-CH81C, EL 100' Area 3	U3	6-Jan-15	\$1,896,781
A4313CF105	Annex Bldg - Install Forms for Area 1, EL 117'6	U3	22-Dec-14	\$1,896,781
Feb-15				
C2673CC007	Aux Bldg - Place Concrete Shield Wall at Column 5-Q EL 179' - 213' Areas 7 & 8	U3	2-Feb-15	\$1,896,781
A4433CF006	Annex Bldg - Install Forms for 1' Wall at Column Line 4 E-H, EL 120' To 134' Areas 2 & 3	U3	23-Jan-15	\$1,896,781
T2403CT010	Turbine Bldg - Install Cable Trays & Supports EL 117' 6" to 135' 3"	U3	9-Jan-15	\$1,896,781
Mar-15				
T2303EG001	Turbine Bldg - Ground Structural Steel at Column Line 12-14, EL 100'	U3	9-Mar-15	\$1,896,781

Activity ID	Activity Name	Unit	Start	Payment Due
S0EC3TE116	ECS ENERGIZE MCC'S 132/232 TEMP POW AUX 100'	U3	11-Mar-15	\$1,896,781
C1503MV502	Containment - Install Ring #2 Including Walkway, Horizontal CircularTray and Piping, EL 135'3	U3	11-Mar-15	\$1,896,781
Apr-15				
A4433MH002	Annex Bldg - Install 5 Ton Crane and Hook Column Line 2 - 4 & G - H Room 40358, EL 107'2 Area 3	U3	13-Apr-15	\$1,525,128
T2343CC101	Turbine Bldg - Place Concrete Slab above Grade (Slab above Grade (SAG)) at I.2-K.1 & 12.1-14, EL 117'-6 Area 4	U3	10-Apr-15	\$1,525,128
A4613CY001	Annex Bldg - 1D, Cure 2' Wall at Column Line 9, E-H.03/6.5	U3	6-Apr-15	\$1,525,128
May-15				
A4513MA009	Annex Bldg - Install Exhaust Fans (VBS/VXS-MA-09/13), EL 135'3 Area 1	U3	6-May-15	\$1,525,128
T2303ET100	Turbine Bldg - Install Lighting Transformers, EL 100' Area 0	U3	23-Apr-15	\$1,525,128
C2533SS001	Aux Bldg - Install Structural Steel Roof Framing & Deck, EL 160' Areas 3 & 4	U3	22-Apr-15	\$1,525,128
Jun-15				
C1203CA026	Containment - Align & Tack Structural Modules CA02, CA03, & CA56, EL 84'6 - 135'3	U3	15-Jun-15	\$1,525,128
T2323ME011	Turbine Bldg - Install Lower (CDS) Condenser Shell C, El 100' Area 2	U3	12-Jun-15	\$1,525,128
C2703CH6701	Aux Bldg - Install CH67 Upper Annulus Stair/Lift Platform, EL 243' to 261	U3	12-Jun-15	\$1,525,128
Jul-15				
T2303KT040	Turbine Bldg - Install KT04 Service Water System (SWS) Strainer Module, EL 100' Area 0	U3	15-Jul-15	\$1,658,275
C2503ER100	Aux Bldg - Install Conduit, EL 153' to 264'-6"	U3	18-Jun-15	\$1,658,275
Aug-15				
C2113PLV035	Aux Bldg - Install Valves, EL 117'6 to 135'3	U3	28-Jul-15	\$1,658,275
A4723AR001	Annex Bldg - Install Elevator Mechanical Equipment, EL 180' Areas 2 & 3	U3	6-Aug-15	\$1,658,275
T2213ER101	Turbine Bldg - Install Cable Tray Along Column Line R 13.1-17, EL 99' Area 1	U3	21-Jul-15	\$1,658,275
Sep-15				
T2483W4800	Turbine Bldg - Install W480 Feedwater (FWS)Booster Pump Suction Pipe Module, EL 117'6 Area 8	U3	4-Sep-15	\$1,658,275

Activity ID	Activity Name	Unit	Start	Payment Due
A4323TE000	Annex Bldg - Perform Construction Pre - Turnover Electrical Check Out, EL 107'-2 Area 2	U3	3-Sep-15	\$1,658,275
T2323PL010	Turbine Bldg - Fitup Circ Water System (CWS) Supply & Return Piping to the Condenser, EL 100' Area 2	U3	26-Aug-15	\$1,658,275
Oct-15				
TW581048	Turbine Building-INSTALL MODULE W581-South Heater Bay Vertical Pipe Chase	U3	7-Oct-15	\$1,410,675
T2363PL025	Turbine Bldg - Install Piping from Condensate Pump Discharge to CPS Equipment Package, EL 100' Area 6	U3	28-Sep-15	\$1,410,675
Nov-15				
T2483KT480	Turbine Bldg - Install KT48 VYS Module, EL 117'-6 Area 8	U3	17-Nov-15	\$1,410,675
TKT34021	Turbine Building-INSTALL MODULE KT34-LOS Clean Oil Transfer Pump Module	U3	12-Nov-15	\$1,410,675
T2683W6800	Turbine Bldg - Install W680 Feedwater (FWS) Min-Flow Pipe Module, EL 135 Area 8	U3	11-Nov-15	\$1,410,675
C2113TE000	Aux Bldg - Begin Construction Testing (Hot & Cold Checks) of Electrical Components, EL 66'-6	U3	16-Nov-15	\$1,410,675
Dec-15				
T2403CC450	Turbine Bldg - Install Dike Wall at Column Lines 12.1-13.1 & P.1-R in LOS Room, EL 117'-6	U3	4-Dec-15	\$1,410,675
Jan-16				
T2693TX000	Turbine Bldg - Perform Piping Integrity Check, EL 161' Area 9	U3	31-Dec-15	\$824,163
S2213DC011	Aux Bldg - Install EDS Batteries in Division B Battery Room 12204, EL 82'-6 Area 1	U3	6-Jan-16	\$824,163
T2393EW101	Turbine Bldg - Pull Cable from MCC'S on EL 117'6 to all Areas, EL 100'	U3	19-Oct-15	\$824,163
C2513TX000	Aux Bldg - Begin Piping Integrity Checks, EL 135'-3	U3	5-Jan-16	\$824,163
Feb-16				
S0ED9TE011	Aux Bldg - Charge EDS Batteries	U3	29-Jan-16	\$824,163
STRWS25000	(RWS) TEST CIRCUIT BREAKERS	U3	25-Jan-16	\$824,163
S0RN3TX001	RNS HYDRO PKG B FROM PUMP DISC TO ISO VALVE	U3	22-Jan-16	\$824,163
Mar-16				
S0EC3TE125	ECS ELECTR CHECK OUT MCC'S 312/313 TURB 117'	U3	16-Mar-16	\$824,163
Y0213PF000	Yard - Excavate & Install Underground Diesel Fuel Lines	U3	8-Jan-16	\$824,163



**Stone & Webster Firm Price  
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Activity ID	Activity Name	Unit	Start	Payment Due
<b>Apr-16</b>				
STIDS65000	(IDS) TEST SWITCH BOARDS	U3	12-Apr-16	\$749,012
STIDS50000	(IDS) TEST FUSE PANELS	U3	5-Apr-16	\$749,012
S0EC9TE040	ECS ENERGIZE LOAD CENTRS TURB 135' A 7	U3	5-Apr-16	\$749,012
C1009TN072	UNIT 2 Substantial Completion	U2	1-Apr-16	\$13,630,690
<b>May-16</b>				
T2553TX000	Turbine Bldg - Perform Piping Integrity Check, EL 135'-3 Area 5	U3	6-May-16	\$749,012
T2503TX000	Turbine Bldg - Perform Piping Integrity Check, EL 135'-3 Area 0	U3	6-May-16	\$749,012
C1203CA310	Containment - Install CA31 Steel Floor, EL 107'2 Reactor Vessel Cavity Floor Module (11105 Ceiling, Floor 11504)	U3	11-May-16	\$749,012
<b>Jun-16</b>				
S0RN3TX002	RNS - HYDRO PKG B FM IRWST/CVS 7&8 TO RNS PUMPS	U3	6-Jun-16	\$749,012
STVWS20000	(VWS) TEST PUMP MOTORS	U3	8-Jun-16	\$749,012
T2503AF100	Turbine Bldg - Install Fire Protection Equipment, EL 135'3	U3	27-Apr-16	\$749,012
<b>Jul-16</b>				
C214PDT160	Aux Bldg - Install WLS PDT-160 Waste After Filter Differential Pressure Transmitter, EL 66'6 Room 12151 Area 4	U3	19-Jul-16	\$666,387
C2113JE000	Aux Bldg - Begin Installation of Instrumentation in all Rooms, EL 66'6 to 82'6	U3	19-Jul-16	\$666,387
C1403TX100	Containment - Perform Piping Integrity Check, EL 118'6 - 135'3	U3	8-Jul-16	\$666,387
<b>Aug-16</b>				
A4413DR002	Annex Bldg - Pull Cable & Terminate, EL 117' Area 1	U3	22-Jul-16	\$666,387
T2433TX000	Turbine Bldg - Perform Piping Integrity Check, EL 117'-6 Area 3	U3	2-Aug-16	\$666,387
STDWS15000	(DWS) TEST CIRCUIT BREAKERS	U3	1-Aug-16	\$666,387
<b>Sep-16</b>				
R5333EW070	Radwaste Bldg - Pull Cable, Room 50353, EL 100' Area 3	U3	8-Sep-16	\$666,387
STRNS25000	(RNS) TEST PUMP MOTORS	U3	6-Sep-16	\$666,387
T2413EW000	Turbine Bldg - Pull Cable & Terminate ,EL 117'6 Area 1	U3	22-Aug-16	\$666,387
<b>Oct-16</b>				
T2433TE000	Turbine Bldg - Perform Pre - Turnover Construction Electrical Check Out, EL 117'-6 Area 3	U3	6-Oct-16	\$547,179

**Stone & Webster Firm Price  
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Activity ID	Activity Name	Unit	Start	Payment Due
C2323ES005	Aux Bldg - Activate Class 1E DC and UPS System (IDS) A/B/D DK-1 to RNS Isolation Valve Control Power	U3	13-Oct-16	\$547,179
T2573EW001	Turbine Bldg - Pull Cable from MCC'S on EL 117' to all Areas EL 135'3	U3	29-Jul-16	\$547,179
Nov-16				
S0FP9TP003	FPS HYDRANT FLUSH & PRESSURE TEST	U3	16-Nov-16	\$547,179
C1703MH011	Containment - Perform Testing of Polar Crane (MHS-MH-01), EL 135'3 Area 1	U3	10-Nov-16	\$547,179
T2543EW000	Turbine Bldg - Pull & Terminate Cable, EL 135'3 Area 4	U3	18-Oct-16	\$547,179
Dec-16				
D6323EW120	Diesel Gen Bldg - Pull Cable & Terminate - Drain Sump Pump (WWS-MP-B), EL 100 Area 2	U3	12-Dec-16	\$547,179
C1203TE040	Containment - Perform Construction Testing (Hot & Cold Checks) of Electrical Components, EL 84'6 to 107'2	U3	16-Nov-16	\$547,179
C1603TX110	Containment - Perform Piping Integrity Check, EL 162'1 & above	U3	10-Nov-16	\$547,179
Jan-17				
C1103PN011	Containment - Install Balance of Piping Insulation (as required), EL 66'6 to 71'6 All Areas	U3	13-Jan-17	\$551,508
C2513PN000	Aux Bldg - Begin Installation of Balance of Piping Insulation after Hydro, EL EL 135'3 to 153'	U3	16-Jan-17	\$551,508
T2523TX000	Turbine Bldg - Perform Piping Integrity Check, EL 135'3 Area 2	U3	4-Jan-17	\$551,508
Feb-17				
T2503AR010	Turbine Bldg - Activate Switchgear & Electrical Rooms, EL 135'-3	U3	2-Feb-17	\$551,508
C1503KU05AZ	Containment - Install KU05AZ Standard Service Module South, EL 135'3 Room 11500 Area 1	U3	14-Feb-17	\$551,508
T2743TX000	Turbine Bldg - Perform Piping Integrity Check, EL 226' Area 4	U3	7-Feb-17	\$551,508
Mar-17				
S0VY3TX003	VYS HYDRO PKG D TURB PIPING ABOVE 117' TO 161'	U3	17-Mar-17	\$551,508
C1503PN110	Containment - Install Piping & Equipment Insulation (as required), EL 135'3 to 162'1 All Areas	U3	8-Feb-17	\$551,508
C1503TE000	Containment - Perform Construction Testing (Hot & Cold Checks) of Electrical Components, EL 135'3	U3	2-Mar-17	\$551,508

**Stone & Webster Firm Price  
Milestone Payment Schedule**

Activity ID	Activity Name	Unit	Start	Payment Due
<b>Apr-17</b>				
C2773PL100	Aux Bldg - Complete Make Up Piping, EL 298'9 Room 12703 Areas 7 & 8	U3	31-Mar-17	\$556,125
STMTS40000	(MTS) TEST MAIN TURBINES	U3	15-Mar-17	\$556,125
C2873TX100	Aux Bldg - Perform Piping Integrity Check, EL 258' Area 7 Annulus	U3	31-Mar-17	\$556,125
<b>May-17</b>				
T2523TE000	Turbine Bldg - Perform Pre - Turnover Construction Electrical Check Out, EL 135'-3 Area 2	U3	9-May-17	\$556,125
STPSS30000	(PSS) TEST PUMP MOTORS	U3	10-May-17	\$556,125
R5203PL090	Radwaste Bldg - Flush & Hydro all Large Bore Pipe, By System, El All	U3	6-Mar-17	\$556,125
<b>Jun-17</b>				
C2373TE078	Aux Bldg - Perform Construction Testing (Hot & Cold Checks) of Electrical Components, EL 100' Areas 7 and 8	U3	2-Jun-17	\$556,125
C2523ES000	Aux Bldg - Begin Activation of AC & DC Power to Plant Equipment, EL 135'3	U3	2-Jun-17	\$556,125
C2433TE000	Aux Bldg - Begin Construction Testing (Hot & Cold Checks) of Electrical Components, EL 117'6	U3	2-Jun-17	\$556,125
<b>Jul-17</b>				
S0RX9TP001	RXS VERIFY ROD CONTROL INTERLOCK AND SIGNAL	U3	5-Jul-17	\$0
S0RX9TP012	RXS COMP FILL & VENT RV & PRESSURIZE PIPE	U3	3-Jul-17	\$0
S0RN3TE000	Aux Bldg - Perform Normal Residual Heat Removal (RNS) Electrical System Checkout	U3	22-Jun-17	\$0
<b>Aug-17</b>				
T2673EW000	Turbine Bldg - Pull & Terminate Cable, EL 135'-3 Area 7	U3	7-Aug-17	\$0
C1009TE110	Containment - Perform Communication System (Paging Only) Phase I Testing	U3	20-Jul-17	\$0
S0LO9TP003	LOS - VERIFY PERFORMANCE TURBINE ON TURNING GEAR	U3	2-Aug-17	\$0
<b>Sep-17</b>				
T2TEMP0004	Turbine Bldg - Perform Construction Electrical Checkout (Hot & Cold Checks), EL 100' Areas 3 & 7	U3	29-Aug-17	\$0
C1543MV001	Containment - Install Reactor Vessel (RV) Head to Support Cold Hydro	U3	7-Sep-17	\$0
STTDS20000	(TDS) TEST CIRCUIT BREAKERS	U3	31-Aug-17	\$0
<b>Oct-17</b>				
STVES25000	(VES) TEST RELIEF VALVES	U3	16-Oct-17	\$0



**Stone & Webster Firm Price  
Milestone Payment Schedule**

Activity ID	Activity Name	Unit	Start	Payment Due
S0CD3TX002	CDS FLUSH PKG 1 TURBINE BUILDING BELOW 135'	U3	10-Oct-17	\$0
STPGS45000	(PGS) TEST PUMP	U3	10-Oct-17	\$0
Nov-17				
STDRS15000	(DRS) TEST STORM DRAIN SYSTEM (MECH)	U3	21-Nov-17	\$0
STRDS15000	(RDS) TEST GRAVITY & ROOF DRAINAGE SYSTEM	U3	17-Nov-17	\$0
S0CD3TX000	CDS - HYDRO PKG B TURB BUILDING ABOVE 135'	U3	27-Oct-17	\$0
Dec-17				
S0BD3TX021	Align Primary & Secondary Systems for Cold Hydro/Establish Pre-requisites	U3	6-Dec-17	\$0
Jan-18				
C153TE121A	Containment - Install TE121A RCS Cold Leg 1A Narrow Range RTD 1, EL 104' Room 11201	U3	1-Jan-18	\$0
S0BD9TP002	BDS-14.2.8.1.54 DRN SG S AFTER 2NDRY HYDRO	U3	2-Jan-18	\$0
C122FT000	Containment - Begin Installation of RCS Main Loop Instrumentation, EL 84'6	U3	1-Jan-18	\$0
Feb-18				
S0TURBROLL	MTS TURBINE ROLL	U3	15-Feb-18	\$0
S0RC9TP200	RCS 14.2.8.1.67 VER OPERATION RCS 240 HRS (HFT)	U3	2-Feb-18	\$0
C1403PN081	Containment - Install Balance of Piping & Equipment Insulation after Hydro, EL 118'6 to 135'3	U3	2-Jan-18	\$0
Mar-18				
S0VU9TI004	VUS ISO VALVE ALIGNMENT COMPLETE	U3	19-Mar-18	\$0
S0VU9TI001	VUS 14.2.8.1.102 ILRT - CONTAINMENT VESSEL	U3	6-Mar-18	\$0
S0VU9TI002	VUS 14.2.8.1.93 SIT - CONTAINMENT VESSEL	U3	22-Feb-18	\$0
Apr-18				
	No Milestones available			
May-18				
	No Milestones available			
Jun-18				
	No Milestones available			
Jul-18				
S0RX9ZA999	READY FOR FUEL LOAD - UNIT 3	U3		
Aug-18				
S0RX9FT009	INITIAL CRITICALITY & LPPT Unit 3	U3	22-Aug-18	\$0
S0RX9FT005	RCS HEATUP & RESOLVE HFT PUNCH LIST ITEMS	U3	2-Aug-18	\$0

Activity ID	Activity Name	Unit	Start	Payment Due
Sep-18				
S0RX9FT019	ESCALATE TO 10% SYNCH ON GRID	U3	11-Sep-18	\$0
S0RX9FT015	POWER ASCENSION TO 5%-SECONDARY SIDE WORK	U3	3-Sep-18	\$0
Oct-18				
S0RX9FT031	MAINTENANCE OUTAGE	U3	11-Oct-18	\$0
S0RX9FT029	50% POWER TESTING	U3	5-Oct-18	\$0
S0RX9FT025	POWER ASCENSION TO 30% POWER	U3	27-Sep-18	\$0
Nov-18				
S0RX9FT045	LOSS OF OFFSITE POWER TEST	U3	22-Nov-18	\$0
S0RX9FT037	LOAD SWING TESTING	U3	2-Nov-18	\$0
S0RX9FT035	100% POWER TESTING	U3	29-Oct-18	\$0
Dec-18				
S0RX9FT053	100 HOUR PERFORMANCE TEST Unit 3	U3	14-Dec-18	\$0
Jan-19				
C1009TN072	UNIT 3 Substantial Completion	U3	1-Jan-19	\$8,250,351

Exhibit F-2 provides the Target Price Estimated Payments for the Target Price Scope of Work. These payments will be invoiced in accordance with the provisions of Article 8 – Payments, Exhibit H - Pricing and Exhibit J- Price Adjustment Provisions.

## F.2 Target Price and Time and Materials Estimated Payments

Estimated Invoice Date	Unit 2		Unit 3		Adjustment for Material
	Material	Labor	Material	Labor	
Apr-08					
May-08					
Jun-08					
Jul-08					
Aug-08					
Sep-08					
Oct-08					
Nov-08					
Dec-08					
Jan-09					
Feb-09					
Mar-09					
Apr-09					
May-09					
Jun-09					
Jul-09		257,750			Handy-Whitman
Aug-09		7,257,750			Handy-Whitman



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Estimated Invoice Date	Unit 2	Unit 3
Apr-10	55,556	
May-10	55,556	
Jun-10	55,556	
Jul-10	55,556	
Aug-10	55,556	
Sep-10	55,556	
Oct-10	55,556	
Nov-10	55,556	
Dec-10	55,556	
Jan-11	55,556	
Feb-11	55,556	
Mar-11	55,556	
Apr-11	55,556	
May-11	55,556	
Jun-11	55,556	
Jul-11	55,556	
Aug-11	55,556	
Sep-11	55,556	
Oct-11	55,556	
Nov-11	55,556	
Dec-11	55,556	
Jan-12	55,556	
Feb-12	55,556	
Mar-12	55,556	
Apr-12	55,556	
May-12	55,556	



Estimated Invoice Date	Unit 2	Unit 3
Jun-12	55,556	
Jul-12	55,556	
Aug-12	55,556	
Sep-12	55,556	
Oct-12		916,667
Nov-12		916,667
Dec-12		916,667
Jan-13		916,667
Feb-13	1,277,778	916,667
Mar-13	1,277,778	916,667
Apr-13	1,277,778	916,667
May-13	1,277,778	916,667
Jun-13	1,277,778	916,667
Jul-13	1,277,778	916,667
Aug-13	1,277,778	916,667
Sep-13	1,288,947	916,667
Oct-13	1,475,245	916,667
Nov-13	1,563,207	916,667
Dec-13	1,149,196	916,667
Jan-14	1,149,195	916,667
Feb-14	2,340,884	916,667
Mar-14	2,463,235	916,667
Apr-14	2,468,652	916,667
May-14	2,746,146	916,667
Jun-14	2,941,322	916,667
Jul-14	2,414,358	916,667

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Estimated Invoice Date	Unit 2	Unit 3
Oct-16		102,219
Nov-16		111,489
Dec-16		141,287
Jan-17		318,269
Feb-17		680,954
Mar-17		693,042
Apr-17		630,923
May-17		923,815
Jun-17		994,636
Jul-17		1,499,380
Aug-17		1,807,373
Sep-17		2,019,483
Oct-17		2,135,410
Nov-17		1,898,310
Dec-17		1,712,828
Jan-18		1,508,818
Feb-18		1,279,091
Mar-18		1,185,884
Apr-18		995,979
May-18		920,699
Jun-18		694,245
Jul-18		193,509
Aug-18		100,000
Sep-18		98,760
Oct-18		293,093
Nov-18		163,662

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Estimated Invoice Date	Unit 2	Unit 3
Dec-18		59,437
Jan-19		
Feb-19		
Mar-19		
Apr-19		
May-19		





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	Target Price (Excluding Craft Labor)			Target Price (Craft Labor)			Time & Materials	
<u>Calendar Quarter</u>	Unit 2 & Common	Unit 3		Unit 2 & Common	Unit 3		Unit 2 & Common	Unit 3
<u>Q3-17</u>	\$0	\$25,014,346		\$0	\$14,022,003		\$353,008	\$5,718,611
<u>Q4-17</u>	\$0	\$14,736,529		\$0	\$6,566,074		\$155,324	\$4,638,309
<u>Q1-18</u>	\$0	\$10,443,964		\$0	\$503,938		\$11,505	\$3,604,658
<u>Q2-18</u>	\$0	\$8,107,186		\$0	\$0		\$0	\$2,749,907
<u>Q3-18</u>	\$0	\$3,806,544		\$0	\$0		\$0	\$2,291,589
<u>Q4-18</u>	\$0	\$1,903,273		\$0	\$0		\$0	\$1,374,952
<u>Q1-19</u>	\$0	\$0		\$0	\$0		\$0	\$0
<u>Q2-19</u>	\$0	\$0		\$0	\$0		\$0	\$0

1. Cash flow forecast is preliminary is subject to adjustment as the project progresses.
2. Cash flow forecast includes estimated contingency and profit.

## EXHIBIT G

### Time And Material And Target Price Rates And Charges

For any portions of the Contract Price to be paid to Westinghouse and Stone and Webster on a Time and Materials Basis and Target Price Basis, the charges set forth in Section G.1 and G.2 respectively will apply.

#### G.1 WESTINGHOUSE TIME AND MATERIALS AND TARGET PRICE RATES AND CHARGES

For any portion of the Contract Price to be paid to Westinghouse on a Time and Materials Basis, the charges set forth in this Section G.1 will apply.

The Westinghouse hourly rates for Time and Materials Work are provided in G.1.1 and G.1.2 below. These established labor rates and the daily per diem rate have a Base Date of November 2007 and will be subject to adjustment per Exhibit J.

##### G.1.1 Westinghouse Time and Materials and Target Price Rates and Charges for Base Scope of Work as of the Effective Date

The following rates in Table G-1 will be used for the conditions described below. In all other cases the rates in Table G-2 and Section G.1.2 will be used.

- a. For Westinghouse Target Price Work within the Base Scope of Work as of the Effective Date will be provided at the rates provided in Table G-1 (subject to the limitations of Exhibit H for Target Price).
- b. The licensing and other Time and Material Basis support Work will be provided at the rates provided in Table G-1 until the \$2,242,000 allowance as estimated in Exhibit H Attachment 2 is expended after which Table G-2 and Section G.1.2 will apply
- c. Import duties will be billed at actual costs.
- d. Startup support Work will be billed at the rates provided in Table G-1.

**Table G-1**  
**Start Up Support, Licensing and Base Scope Time and Materials Support**

Description	Billing rate
Advisory Engineer	\$125 per hr
QA Engineer	\$124 per hr
I&C Sr. Engineer	\$110 per hr
Senior Engineer	\$104 per hr
Engineer	\$ 94 per hr
Technician	\$ 78 per hr
Per Diem (see G.1.2.b)	\$ 117 per day
Travel Expenses	Actual cost
All other costs	Actual cost x 1.121

These rates are inclusive of SGA, profit, payroll taxes, insurance, and benefits.

Westinghouse Time and Materials and Target Price Rates and Charges for Time and Materials Work or Target Price Work beyond the Base Scope of Work or increases to the Base Scope of Work associated with the Agreement but not covered by G.1.1, will be subject to a Change Order and at the rates and charges provided in this section G.1.2 and Table G-2.

### Table G-2

Personnel Category	Billing Rate/hr
<u>NSSS/I&amp;C Engineering Services</u>	
Senior Manager, Chief Engineer, Consulting Engineer	Rate upon request
Fellow Engineer, Manager, Program Manager	\$200
Consulting Technologist, Project Manager	\$180
Principal Engineer, Senior Engineer, Project Engineer	\$167
Engineer	\$143
Technician/Draftsman	\$110
Administrative Assistant	\$66
<u>Mechanical Equipment Parts Engineering Service</u>	
Senior Manager, Consulting Engineer	Rate upon request
Fellow Engineer, Manager	\$250
Consulting Technologist	\$220
Principal Engineer, Senior Engineer	\$200
Engineer	\$165
Technician/Draftsman	\$150
Administrative Assistant	\$66
<u>Nuclear Field Services</u>	
Field Service Advisor (non-supervisory role)	\$200

a. The rates will be applied as follows:

- a.1 The billing rate applies to all hours worked, including work at the Site, unless otherwise authorized by Owner.
- a.2. In the event Westinghouse utilizes outside personnel under Westinghouse supervision to perform services that would normally be performed by Westinghouse personnel, Westinghouse will invoice Owner for such outside personnel at the above rates unless specifically indicated otherwise in a Change Order in accordance with Article 9. In the event Westinghouse utilizes Subcontractor personnel to perform services that would normally be performed by Westinghouse personnel, Westinghouse will invoice Owner for such Subcontractor services at Subcontractor invoice plus fifteen percent (15%) provided that the amount charged for the Subcontractor services inclusive of the fifteen percent (15%) shall not exceed the amounts that would be charged using the rates provided in the Table G-2 above.



a.3. Travel time will include all time spent traveling between the individual's home location and the assigned work location. However, the maximum billing for travel time, at the applicable rate, will be eight (8) hours per individual for any one calendar day. Commuting between an individual's temporary field lodging and the assigned work location is not considered travel time and will not be charged except in special cases where the required commuting time becomes excessive. Such special cases will be identified in a Change Order in accordance with Article 9.

## b. EXPENSES

Travel and living expenses, including any expenses incurred during the period spent at the assigned work location such as lodging, meals and incidental expenses, will be billed at a per diem rate of \$117 per day. Round trip air fare and ground transportation, including use of personal car, will be invoiced at cost.

If Owner requires that Westinghouse bill living expenses at actual cost versus the identified per diem, and requires copies of detailed supporting receipts for travel and living expenses, a fifteen percent (15%) administrative fee will be charged on all expenses billed, including air fares and ground transportation. Alternatively, Owner may audit these costs per Section 25.4 without incurring the 15% administrative fee on the expenses audited.

The fifteen percent (15%) administrative fee will not apply if Owner accepts a summary of expenses in lieu of copies of receipts.

### c. OTHER CHARGES

### Non-Westinghouse Equipment/Material and Other Services/Charges

Material, including non-Westinghouse service equipment, leased or purchased by Westinghouse for Owner in the performance of Work rendered hereunder will be invoiced at the Westinghouse cost times 1.15 or at a firm price per unit of measure, as stated in the Change Order.

If Westinghouse subcontracts for services which are not normally provided by Westinghouse, Owner will be invoiced at the Westinghouse cost times 1.15.

Labor and other charges shall be chargeable in accordance with Exhibit K and reimbursable. Notwithstanding any other provision to the contrary, certain required items in the Agreement, including but not limited to insurance, bonds and other security instruments shall be reimbursable on a Time and Material Basis.

Cost of insurances, bonds or other security instruments shall be billed on a pass-through basis (i.e. at actual cost).

## d. HOLIDAY PREMIUM

Services provided over the Christmas holiday will be invoiced at the applicable hourly labor rate times a special premium multiplier of 2.0. This multiplier will be applied to all hours worked, available for work at the site, on standby off-site, not on standby off-site but required to remain in the general vicinity of the site, traveled, or any combination thereof on the day before these holidays, the day of and the day after. A minimum billing of eight (8) hours per day per individual will be charged.

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Terms of payment shall be as set forth in Article 8 of this Agreement.

The above hourly rates do not apply to the supply of personnel to perform staff augmentation services on medium (greater than 6 month) or long-term (greater than 1 year) assignments. Staff augmentation personnel, including casual employees and subcontractors, will be supplied at the price or rates identified in the Change Order for these services.

Services for a defined task or work scope may be offered as a “Crew Rate”. A Crew Rate may include a charge for mobilization and demobilization, a daily rate for a number of personnel, and cost for special tooling as appropriate. Crew Rates will be supplied at the price or rates identified in the Change Order for these services.

Expenses for relocation of personnel for long term assignments shall be in accordance with the applicable Westinghouse Policy as subsequently submitted to and approved by Owner, such approval not to be unreasonably withheld. A copy of the Westinghouse Policy will be provided to Owner and incorporated into the Project Execution Plan.

“NSSS/I&C Engineering Services” consist of those services requiring the resources, capabilities and technological application associated with the design of the Nuclear Steam Supply System including the reactor and safety related design systems. These services include the design, analysis, procurement management and licensing activities necessary in the design, manufacture, installation, construction, maintenance and operation of the Nuclear Steam Supply System. Instrumentation and Control (I&C) Engineering Services include the design, analysis, configuration, testing, and installation of nuclear power plant information, control, and protection systems.

“Mechanical Equipment Parts Engineering Services” include the activities to develop and maintain system/component information, manage replacement component obsolescence issues, and conduct equipment qualification/re-qualification, including seismic, environmental and electromagnetic capability testing. Shop services include Westinghouse low voltage breaker model DB, DS, and medium voltage model DHP refurbishment and new replacement breakers.

“Nuclear Field Services” consist of those field services requiring a basic knowledge of nuclear plant hardware and systems processes along with knowledge and application of field service techniques, principles and practices. Field services include services generally performed at the Site, and those related headquarters activities provided before, during and after the performance of the applicable field services. These services are typically involved with the maintenance, inspection, repair, modification and/or installation of plant systems and components, including I&C components.

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Stone & Webster Time and Materials and Target Price Work shall be compensated and billed as follows:

\* RCC is an allowance of \$6.00/person-hour to cover office reproduction, communications and computer ("RCC") costs. Special or large reproduction requests shall be reimbursed pursuant to Exhibit K, Table K-1, item 8 with Owner approval.

\*\* L2 applies to personnel whose assignment location has been changed to the field in accordance with Stone & Webster policies where office and communications expenses are already included in Contractor billings or furnished by Owner

\*\*\* First mover discount of 7.798% is applied to the Profit in the Billing for the Target Price and Time and Material portion of the Base Scope of Work resulting in a net Profit multiplier of 4.562%. Additional work will be priced as detailed in the above Table without the first mover discount.

- (1) Professional, office and field assigned labor shall include item 1 and 2 of the Exhibit K, Table K-1, excluding craft labor. Charges shall be for the time such labor is assigned to the Work, and apply to all non-craft labor, including but not limited to Stone & Webster's and its construction and engineering Affiliates' professional, non-professional, administrative, non-manual, contract, home office and field assigned labor.
- (2) Labor multipliers of 2.20 and 1.7 respectively shall remain fixed for the duration of the project except that a Change Order may be submitted when changes are due to government actions or Changes in Law in accordance with Article 9.
- (3) Travel, personnel Site assignments and relocations shall be in accordance with the applicable Stone & Webster Policy as subsequently submitted to and approved by Owner, such approval not to be unreasonably withheld. A copy of the Stone & Webster Policy will be provided to Owner and incorporated into the Project Execution Plan. The 2007 Per diem rate for Professional Labor assigned to the site is \$3,595/ month.
- (4) Notwithstanding any other provision to the contrary, insurance (except CCIP insurance coverages during Phase II), bonds or other security instruments shall be billed on a Time and Material Basis on a pass-through basis (i.e. with no G&A and Profit mark-ups).

Capitalized terms used herein and not otherwise defined herein have the meanings assigned to such terms in the Agreement to which this Exhibit H is appended.

The Contract Price and its component parts are provided in Attachment 1 of this Exhibit. The Contract Price is based upon DCD Revision 16 as submitted to the NRC and all Design Change Packages (DCPs) approved as of Effective Date. The Contract Price shall be subject to price adjustment for escalation and other cost conditions per Exhibit J and Changes per Article 9 of the Agreement.

## H.2 Elements of the Contract Price

### H.2.1 Fixed Price and Firm Price

As the Work is better defined, portions of the Scope of Work initially proposed in the Contract Price as Target Price, will be offered to the Owner as Firm Price or Fixed Price, with the goal of offering sixty-seven and seven-tenths percent (67.7%) of the total Contract Price as Fixed Price or Firm Priced. The following table shows more details.



WORK SCOPES	Firm Price or Firm Price % of Total Price
<b>Current Fixed Price or Firm Price Offering:</b>	
Standard Plant Equipment, Engineering, HQ Services, Contractor Management, Commodities and Transportation	57.2%
<b>Future Offers of Changes from Target to Firm Price or Fixed Price:</b>	
Startup & Commissioning technical support	10.5%
Portion of Field Non Manual	
Temporary Construction Facilities – Material & Construction	
Module Fabrication and delivery	
<b>TOTAL</b>	<b>67.7%</b>

The Fixed Price and Firm Price for the Work are provided in Attachment 1. During the performance of the Work, the Contractor will identify in detail those portions of the Target Price work that it intends to offer for conversion to Fixed Price or Firm price, the estimated Target Price for that Work and the schedule for offering conversion to Fixed Price or Firm Price.

Fixed Price and Firm Price are billed in a series of progress payments and Milestone Payments based on project schedule milestones or equipment milestones. Firm Price payments to the extent not already billed will be subject to adjustment as described in Exhibit J.

### H.2.2 Target Price

The Target Price applies to the portions of Contractor's Scope of Work that are not as well defined or would require higher levels of risk and contingency to be included if these portions of the Scope of Work were to be performed on a Fixed Price or Firm Price basis. Contractor shall employ the Target Price to cover field construction labor, field office expense, field supervision, field quality assurance and quality control, subcontracted services, consumables and supplies, premium time, insurance and payroll taxes that are not designated as Fixed Price or Firm Price or Time & Materials Work. As the Work is better defined, Contractor will offer the identified portions of the Scope of Work initially proposed in the Contract Price as Target Price to the Owner as Fixed Price or Firm Price, with the goal to reduce the Target Price portion of the Contract Price as indicated in the above table. Following the offer, Owner shall determine whether to accept the Work as Fixed Price or Firm Price or have the Work remain in the Target Price portion.

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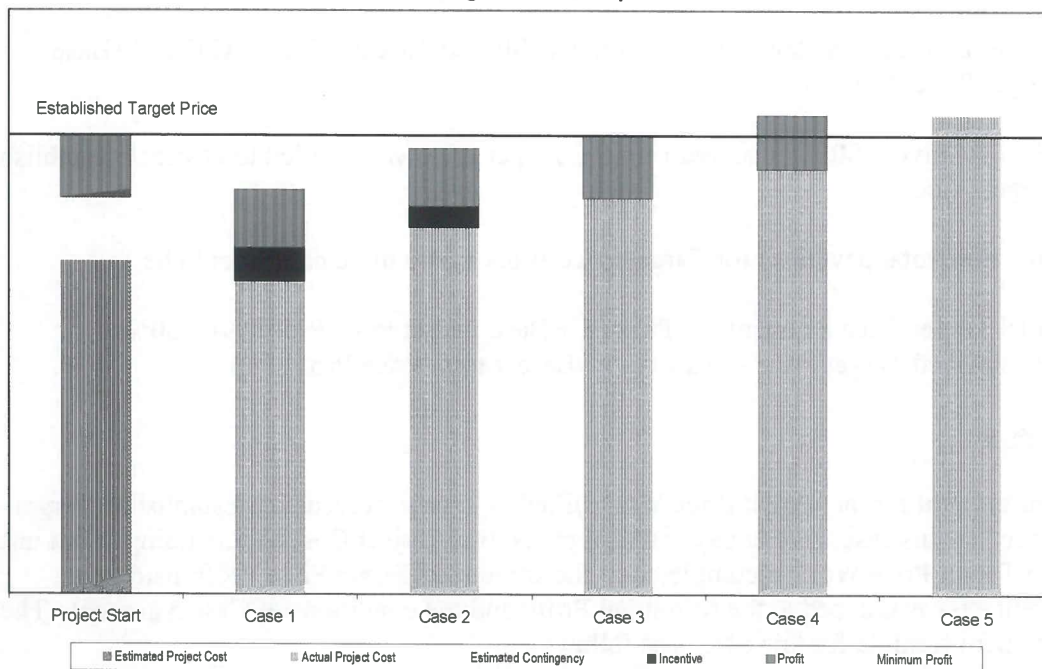
Contractor is discouraged from exceeding the Established Target Price by reducing the relative profit to a "Minimum Profit" or "MP" applied to the Established Target Price. The Minimum Profit is the minimum profit paid to Contractor in the case where the amount actually billed to Owner exceeds the Established Target Price. The Minimum Profit for the Target Price Work is 30% of the Base Target Price Profit. The formulas for implementing the above payment structure are provided in the cases shown below.

$$\text{Established Target Price} = \text{Estimated Project Cost} + \text{Estimated Contingency} + \text{Target Price Profit}$$

$$\text{Minimum Profit} = \text{Base Target Price Profit} \times 0.3$$

The implementation of all the Target Price cases shown below requires that the Estimated Project Cost, Estimated Contingency, Minimum Profit, and the resultant Established Target Price be subject to adjustment in accordance with Exhibit J - Price Adjustment Provisions before determining the applicability of the cases and applying the payment formulas. In addition, the Established Target Price for Unit 2 will be adjusted for common Work that has been assigned to Unit 3.

Figure 1  
Target Price Concept



### Cases 1, 2 and 3

The amount for the Target Price Work actually billed to Owner is less than or equal to the Established Target Price. These cases can be combined in one payment formula. In these cases, Contractor would be paid the Actual Project Cost plus the agreed Target Price Profit as the Work progresses.

The Incentive is 80% of the difference between Established Target Price and the amount for the Target Price Work actually billed to Owner.

As the Work progresses, the amount billed to Owner is calculated as:

$$\text{Payment} = \text{Actual Project Costs multiplied by one plus the Target Price Profit percentage}$$

Therefore,

$$\text{Payment} = \text{APC} \times (1 + \text{Base Target Price Profit } \%)$$

After all the Target Price charges have been invoiced, the final payment will equal the Incentive payment, which will occur upon Final Completion of both Units.

The Incentive = 80% of the difference between Established Target Price and the amount for the total Target Price Work billed to Owner.

$$\text{Incentive Payment} = 80\% \times (\text{Established Target Price} - \text{the amount for the total Target Price Work billed to Owner})$$

$$\text{Therefore Incentive Payment} = 80\% \times (\text{Established Target Price} - (\text{APC} \times (1 + \text{Base Target Price Profit } \%)))$$

The Incentive = \$0 if the amount for the Target Price Work billed to Owner > Established Target Price

Therefore total payments for Target Price Work under these cases would be

$$\text{Total Target Price Payment} = \text{APC} \times (1 + \text{Base Target Price Profit } \%) + 80\% \times (\text{Established Target Price} - (\text{APC} \times (1 + \text{Base Target Price Profit } \%)))$$

#### Case 4

The amount for the Target Price Work billed to Owner exceeds the Established Target Price. In this case, Owner pays 50% of the Actual Project Cost on remaining Work until the Target Price Work is completed or the amount of Target Price Profit paid to Contractor is reduced to the Minimum Profit and the conditions of Case 5 are met. The payment formula for this case is as follows:

1. Owner pays full Base Target Price Profit percentage for Actual Project Cost up to the point where the amount for the Target Price Work billed to Owner equals the Established Target Price.
2. For project Costs incurred after the Target Price Work billed to Owner exceeds the Established Target Price, Owner pays 50% of the incremental Costs with no additional profit until all the project billing is complete or the conditions for Case 5 below are reached.

Payments for the Target Price Work during the period in Case 4 = 50% of the Actual Project Costs incurred during this period.

The formula for the payments during this period is

$$\text{Payment} = \text{actual period Costs} \times 50\%$$



The periodic payments will continue at 50% of the actual period Costs until the Total Target Price Payments = Estimated Project Cost + Estimated Contingency + 1.7 x Base Target Price Profit.

The total Target Price Payment is represented by the following formula:

Total Target Price Payment = (Established Target Price) + ((additional Actual Project Cost) x 50%)

Therefore the total Target Price Payment under Case 4 will be:

Total Target Price Payment = Established Target Price + ((APC – (Estimated Project Cost + Estimated Contingency) x 50%)

### Case 5

Cumulative Target Price Payments are equal to or greater than Estimated Project Cost + Estimated Contingency + 1.7 x Base Target Price Profit. In this case, Contractor is paid the Actual Project Cost plus the Minimum Profit (MP)

Periodic payments during this period equal the actual Costs incurred.

Periodic Payment = actual period Cost

The Total Contract Target Price Payment = Actual Project Cost + Minimum Profit

Total Contract Target Price Payment = APC + MP

Therefore, incorporating the Minimum Profit percentage, the final formula becomes:

Total Contract Target Price Payment = APC + ((Estimated Project Costs + Estimated Contingency) x (Base Target Price Profit% x 0.3)

### **H.2.3 Time and Material Price**

The portion of the Contract Price for Time and Materials Work covers the portions of Contractor's Scope of Work which are not well defined for any number of reasons. The Time and Materials Estimate (the maximum amount billable for Time and Materials Work allowed without a Change Order under this Agreement) for the Contract Price is provided in Attachment 1 and shall not be exceeded without Owner approval. Contractor is not obligated to perform additional work unless funding is approved by the Owner. (Examples of such work are: licensing support, startup support and training.)

If a Time and Materials item becomes sufficiently well defined after the Full Notice to Proceed, then this item may be re-priced as part of the Fixed Price, Firm Price or Target Price portion of the Work, subject to mutual agreement between Owner and Contractor and in accordance with Article 9 (Changes in the Work). Any Time and Materials Work shall be authorized to proceed by Owner prior to performance of Work.

## H.2.4 Contingency

## H.2.5 Sales, General & Administrative Costs (SGA) and General & Administrative Costs (G&A)

### H.2.6 Recovery of Costs Not Covered by Other Sources

- a. Standard Plant design finalization costs – see below.
- b. Standard Plant first time commercialization costs – see below.
- c. Pre-contract expenditures – see below.
- d. Site specific design costs – There are Site specific design costs and pre-contract expenditures that will be incurred where the design may be applicable in whole or in part to other AP1000 Nuclear Power Plants. These costs will be handled as follows: the common costs will be billed as incurred and shared equally among any AP1000 Nuclear Power Plants with a common design that have an executed, AP1000 engineering, procurement and construction contract (“EPC”) with Contractor before December 31, 2009. The share of costs assigned to each AP1000 Nuclear Power Plant will be adjusted as new contracts are executed up until this date. Credits will be applied against payments due from Owner after the full amount of such costs has been determined.

The Parties have agreed that the costs described in a., b. and c. above will be paid for by Owner and rebated by Contractor in accordance with the following procedures: The Contractor design finalization, first time commercialization costs, and pre-contract expenditures are \$300,000,000, of which the amount to be paid by Owner is \$75,000,000 on a Fixed Price basis. As part of the Contract Price, Owner will pay this \$75,000,000 in sixteen (16) quarterly equal payments starting on July 1, 2008 on a Fixed Price basis as provided in the payment schedule table provided in Exhibit F-1. This amount will be invoiced without adjustment or additional markup. Contractor anticipates entering into EPC contracts with other customers for the AP1000 Nuclear Power Plant. No rebates shall be paid to Owner with respect to the first three (3) such contracts (in addition to the Agreement with Owner) entered into by Contractor. For each of the next four (4) EPC contracts for the AP1000 Nuclear Power Plant that is entered by Contractor (referred to herein as "Contracts 5 through 8"), Contractor will rebate to Owner an amount equal to 3.125% of \$ 300,000,000, without adjustment or additional markup. In each case, the rebate will be paid eighteen (18) months after execution and work valued at over \$300,000,000 is authorized for each of the Contracts 5 through 8, unless any such contract is terminated prior to such time. For the purpose of this provision, any contract in excess of two domestic AP1000 units will be deemed to be two contracts. This provision applies to domestic (U.S.) contracts only.

Contractor shall notify Owner following the execution of each of Contracts 5 through 8, and shall also notify Owner when authorizations above \$300,000,000 are authorized and if any such contract is terminated during the eighteen (18) month period following execution of such contract.

## H.2.7 Profit

Profit for the Fixed Price and Firm Price has been integrated into the prices. Profit for Target Price and T&M Work is defined in Attachment 1 and Exhibit G.

## H.2.8 Calculation of the Pricing

The various pricing categories are made up of the components listed in the table below:

<b><u>Fixed/Firm Prices consist of:</u></b>	<b><u>Target Prices consist of:</u></b>	<b><u>T&amp;M Pricing consists of:</u></b>
Estimated Project Costs	Estimated Project Costs per Section H.2.2	Estimated Direct Labor Costs or Labor costs at published rates Estimated manhours, travel costs, and material and services costs
SGA costs	SGA costs	SGA if not included in published rates
Contingency	Contingency	
Profit	Profit	Profit if not included in published rates

### H.3 Transfer of Target Price Work to Fixed Price or Firm Price

As portions of the Target Price Work become better defined, it may be possible to transfer portions of the Scope of Work from Target Price to Fixed Price or Firm Price. Examples of Scopes of Work that are currently in the Target Price that may be able to be transferred to Fixed Price or Firm Price are provided in Table H.2.1 above.

Since these portions of the Scope of Work will not become better defined at the same time it is anticipated that work transferred from Target Price to Fixed Price or Firm Price will occur on a staggered basis.

### Process for Transfer

1. Scope of Work to be transferred agreed by Owner and Contractor
2. Target Price for Scope of Work identified
3. Fixed Price or Firm Price proposed for Work identified
4. Transfer of Work approved by Contractor and Owner
5. EPC contract modified to reflect transfer
  - a. Fixed Price or Firm Price adjusted
  - b. Fixed Price or Firm Price Milestone Payment Schedule and adjustment schedules (for Firm Price) modified as necessary to reflect Work transferred
  - c. Target Price adjusted to reflect removal of Estimated Project Costs, Estimated Contingencies and Profit for the transferred Work

#### **H.4 Guidelines for Contractor's Support of Owner's FERC and SC PSC Cost Reporting Requirements**

Contractor will provide Owner with documentation to support Owner's compliance with Federal Energy Regulatory Commission and the South Carolina Public Service Commission cost reporting requirements. The detailed process to provide this documentation will be included in the Project Execution Plan using the following guidelines:

1. Contractor's price will be broken down to the commodity (pump, valve, motor, pipe, tank, etc.) level by Unit, building, yard area or system.
2. Contractor's price for the commodity will merge labor, material, equipment, overheads, contingency and profit.
3. Owner and Contractor will work together to assign all commodities to a Unit or identify the commodity as being shared.
4. Owner will provide a detailed listing showing how all shared commodities will be reported.
5. Owner and Contractor will agree on the methodology to assign costs not directly associated with the commodity (example engineering, project management, transportation, etc.).



- 10 of 14



Attachment 1 to Exhibit H  
Contract Price

1. Contract Price. The Contract Price is set forth below. The Base Date which will be used for price adjustment in accordance with Exhibit J – Price Adjustment Provisions is November 30, 2007.

The breakdown of pricing by unit is based on allocation of costs between Units and does not represent the stand-alone pricing for a Unit. In all cases Unit 2 includes Unit 2 and common Work.

The "Base Scope of Work" shall include the Time and Materials Work and Target Price Work amounts included in Exhibit H, Attachment 1, Tables 1.e and 1.f as adjusted per Exhibit J. These amounts are for the Scope of Work estimated at Agreement execution. All additional scope will be subject to a Change Order.

The Contract Price is \$6,366,900,000

The Westinghouse Phase 1A work has a value of \$1.1 million that was paid under separate agreement. This amount is included in the above Contract Price but is not included in any of the below tables or in Exhibit F-1 – Milestone Payment Schedule or in Exhibit F-2 – Payment Plan.

### 1.a. Fixed Price

	Unit 2	Unit 3	Total
Westinghouse portion	\$278,551,465*	\$196,665,761	\$475,217,226
Stone & Webster portion	\$31,500,000**		\$31,500,000

\* Includes investment recovery of \$52.5 million

\*\*Includes investment recovery of \$22.5million and Phase 1 work paid under separate agreement of \$9 million.

### 1.b. Firm Price subject to 5.2% adjustment

	Unit 2	Unit 3	Total
Westinghouse portion	\$242,500,000	\$242,500,000	\$485,000,000
Stone & Webster portion	\$0	\$0	\$0

1.c. Firm Price subject to 6.5% adjustment

	Unit 2	Unit 3	Total
Westinghouse portion	\$355,349,856	\$134,858,564	\$490,208,420
Stone & Webster portion	\$0	\$0	\$0

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	Westinghouse	Stone & Webster
Unit 2		
Base Target Price Profit(\$)	\$6,677,650	63,652,846
Base Target Price Profit (%)	7.75%	4.562%
Minimum Target Price Profit (\$)	\$2,003,295	\$19,095,854
Unit 3		
Base Target Price Profit(\$)	\$1,819,000	\$35,374,045
Base Target Price Profit (%)	7.75%	4.562%
Minimum Target Price Profit (\$)	\$545,700	\$10,612,214

**Attachment 2 to Exhibit H**  
**Time and Materials Work and Allowances**

The following tables provide a breakdown of the Westinghouse Time and Materials Work and Allowances shown in Exhibit H – Attachment 1 section 1.e above along with the associated estimate or allowance.

**Time and Materials Work Allowances**

Scope of Work	Westinghouse Scope Estimate	Stone & Webster Scope Estimate
Licensing and other T&M Support	\$2,242,000	\$0
Import Duties*	\$45,000,000	\$0
Startup Support	\$64,220,575	\$101,848,363
Sales Tax		\$24,792,764

\* This item does not include Westinghouse SGA or Profit and is billed at cost.

**Owner Allowances**

The Stone & Webster Amount is included in Attachment 1, Table 1.e Estimated Time & Materials Charges and Allowances.

The Westinghouse Amount is included in Attachment 1, Table 1.a Fixed Price.

Description	Westinghouse Amount	Stone & Webster Amount
Extended Equipment Warranty	\$10,000,000	\$0
Mandatory Spare Parts	\$10,000,000	\$5,000,000*
Performance Bonds and Insurances	\$0	\$20,000,000**
Scaffolding	\$0	\$35,692,000*
Craft Training Funded by State	\$0	(\$8,000,000)

\*Profit and G&A to be applied in accordance with Exhibit G.2

\*\* No Profit or G&A to be applied to Performance Bond and insurances other than CCIP insurances

The above allowances are not Contractor estimates for the equipment or service. If the Owner purchases Extended Warranties or Mandatory Spares in the future the above allowances will be credited against the respective prices. Any unused amounts that have been paid by the Owner will be returned to the Owner upon execution of the change order that implements the Extended Warranties or Mandatory Spares.





7. Notwithstanding any other provisions of this Guaranty and without limiting Guarantor's other defenses and rights hereunder: (a) Guarantor reserves to itself all rights and defenses to which Westinghouse is or may be entitled to arising under the Agreement (including, without limitation, any right to cure under Section 22.2 of the Agreement), except for defenses arising out of the bankruptcy, insolvency, dissolution or liquidation of Westinghouse, and (b) the

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8. Guarantor hereby waives diligence; presentment; protest; notice of protest, acceleration, and dishonor; filing of claims with a court in the event of insolvency or bankruptcy of Westinghouse; all demands whatsoever, except as noted in the first paragraph hereof; and any right to require a proceeding first against Westinghouse or any other guarantor or surety for either of them.

10. This Guaranty becomes effective on the later of the date hereof or the date of the effectiveness of the Agreement. This Guaranty terminates on the date of "Substantial Completion", as such term is defined in the Agreement.

To Counterparty: South Carolina Electric & Gas Company  
Attn: President  
Mail Code 190  
Columbia, SC 29218  
Telephone No.: 803-217-8097  
Facsimile No.: 803-217-9336

With a copy to: South Carolina Electric & Gas Company  
Attn: General Counsel  
Mail Code 190  
Columbia, SC 29218  
Telephone No.: 803-217-8634  
Facsimile No.: 803-217-9336

South Carolina Public Service Authority  
Attn: General Counsel (M603)  
One Riverwood Drive  
P.O. Box 2946101  
Moncks Corner, South Carolina 29461-6101

Telephone No.: 843-761-7007

Facsimile No.: 843-761-7037

To Guarantor: Toshiba Corporation

Attn: Vice President, WEC Coordination Division

Power Systems Company

1-1, Shibaura 1-chome, Minato-ku

Tokyo 105-8001, Japan

Telephone No: +81-3-3457-3752

Facsimile No: +81-3-

Notice shall be effective on the Business Day it is delivered except that any Notice that is not delivered prior to the end of normal business hours shall be effective as of the Business Day following the day it is delivered. Any party may change any address to which Notice is to be given to it by giving notice as provided above of such change of address.

12. Counterparty may, upon notice to Guarantor, assign its rights hereunder without the consent of Guarantor. Guarantor may assign its rights hereunder with the prior written consent of Counterparty, which consent shall not be unreasonably withheld. Subject to the foregoing, this Guaranty shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns and legal representatives.

13. Guarantor represents and warrants that:

(a) it is a corporation duly organized, validly existing and in good standing under the laws of Japan and has the corporate or equivalent power and authority to execute, deliver and perform the Guaranteed Obligations under this Guaranty;

(b) no authorization, approval, consent or order of, or registration or filing with, any court or governmental authority having jurisdiction over Guarantor is required on the part of Guarantor for the execution, delivery and performance of this Guaranty which has not been obtained or duly submitted, as applicable;

(c) this Guaranty, when executed and delivered, shall constitute a valid and legally binding agreement of Guarantor, except as the enforceability of this Guaranty may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditor's rights generally and by general principles of equity; and

(d) the execution, delivery and performance by Guarantor of this Guaranty does not and shall not contravene any law applicable to Guarantor or its organizational documents and does not and shall not conflict with or result in the breach of or default under any indenture, mortgage, agreement, instrument, judgment, decree, order or ruling to which Guarantor is a party or by which any of its properties are bound.

14. The validity, construction, and performance of this Guaranty shall be governed by and interpreted in accordance with the laws of the State of New York, without giving effect to

the principles thereof relating to conflicts of laws except Section 5-1401 of the New York General Obligations Law.

15. Guarantor and the Counterparty agree to the exclusive jurisdiction of the United States District Court for the Southern District of New York or, if such court does not have jurisdiction of the matter, the courts of the State of New York located in the City and County of New York, for any legal proceedings that may be brought by Guarantor or the Counterparty arising out of or in connection with this Guaranty or for recognition or enforcement of any judgment. By execution and delivery of this Guaranty, each of Guarantor and the Counterparty accepts, generally and unconditionally, the jurisdiction of the aforesaid court for legal proceedings arising out of or in connection with this Guaranty. Each of Guarantor and the Counterparty hereby waives any right to stay or dismiss any action or proceeding under or in connection with this Guaranty brought before the foregoing court on the basis of forum non-conveniens or improper venue.

16. EACH OF GUARANTOR AND THE COUNTERPARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS GUARANTY.

17. This Guaranty embodies the entire agreement and understanding between Guarantor and Counterparty and supersedes all prior and contemporaneous agreements and understandings relating to the subject matter hereof.

18. The provisions of this Guaranty are intended for the sole benefit of Guarantor and Counterparty, and Guarantor and Counterparty do not intend to create any third party beneficiaries or otherwise create privity of contract with any other person.

19. This Guaranty may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed in its corporate name by its duly authorized representative.

**TOSHIBA CORPORATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Acknowledged and Agreed by Counterparty as of this \_\_\_\_ day of \_\_\_\_\_, 2008, by:

Name: \_\_\_\_\_

Title: \_\_\_\_\_



[Form of Parent Company Payment Guaranty]

**This Guaranty** is made by The Shaw Group Inc. (“Guarantor”), a corporation duly organized and existing under the laws of Louisiana and the parent of Stone & Webster, Inc. (“Stone & Webster”), in favor of South Carolina Electric & Gas Company, for itself and as agent for the South Carolina Public Service Authority (collectively, the “Counterparty”).

**WHEREAS**, Guarantor, as parent of Stone & Webster, shall receive substantial and direct benefits from the transaction contemplated by the Agreement and has agreed to enter into this Guaranty to provide assurance for Stone & Webster's payment obligations in connection with the Agreement and to induce the Counterparty to enter into the Agreement; and

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the adequacy, receipt and sufficiency of which are hereby acknowledged, Guarantor hereby agrees as follows:

1. Guarantor hereby unconditionally, irrevocably and absolutely guarantees to the Counterparty and its respective successors and permitted assigns, the prompt and complete payment, when due and owing, of the payment obligations of Stone & Webster under the terms of the Agreement (the "Guaranteed Obligations"); provided, however, that, in no event shall Guarantor have or assume any liability for losses or damages in connection with the supply, design, analyses or operation of the reactor vessel (including the vessel head), reactor internals, reactor coolant pumps, steam generators, pressurizer, squib valves, or main reactor coolant loop piping, whether based on contract (including breach, warranty, indemnity, etc.), tort (including fault, negligence, and strict liability), or otherwise. If Stone & Webster fails to pay the Guaranteed Obligations, then Guarantor shall promptly pay for such obligation following written notice from the Counterparty and subject to the terms and conditions provided for herein. EXCEPT TO THE EXTENT THE PAYMENT OF LIQUIDATED DAMAGES COULD OTHERWISE BE DEEMED TO BE SUCH DAMAGES, IN NO EVENT SHALL GUARANTOR BE LIABLE, WHETHER BASED ON CONTRACT (INCLUDING BREACH, WARRANTY, INDEMNITY, ETC.), TORT (INCLUDING FAULT, NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PENAL, OR INCIDENTAL LOSS, DAMAGE OR INJURY.

2. Subject to the Contractor's liability limitation in the Agreement and the Guarantor's liability limitation in Section 1 of this Guaranty, Guarantor agrees to pay on demand any and all out-of-pocket costs including reasonable legal fees and expenses, and other expenses incurred by the Counterparty in enforcing the Guaranteed Obligations under this Guaranty.

3. Upon payment of any of the Guaranteed Obligations, Guarantor shall be subrogated to the rights of the Counterparty against Stone & Webster with respect to such Guaranteed Obligations and the Counterparty agrees to take, at Guarantor's expense, such steps as Guarantor may reasonably request to implement such subrogation; provided, that Guarantor shall not be entitled to enforce or to receive any payments arising out of, or based upon, such right of subrogation until all Guaranteed Obligations then due and owing shall have been paid in full.

4. The Guaranteed Obligations of Guarantor hereunder are several from Stone & Webster or any other person, and are primary obligations concerning which Guarantor is the principal obligor. There are no conditions precedent to the enforcement of this Guaranty, except as expressly contained herein. Subject to paragraph 7 below, it shall not be necessary for the Counterparty, in order to enforce performance by Guarantor under this Guaranty, to show any proof of Stone & Webster's default, to exhaust its remedies against Stone & Webster, any other guarantor, or any other person liable for the performance of Stone & Webster's obligations under the Agreement.

5. This Guaranty shall remain in full force and effect or shall be reinstated (as the case may be), if at any time any payment guaranteed hereunder, in whole or in part, is annulled, set aside, invalidated, declared to be fraudulent or preferential, rescinded or must otherwise be returned by the Counterparty upon the bankruptcy, insolvency, dissolution, reorganization or liquidation of Stone & Webster or upon or as a result of the appointment of a receiver or conservator of, or trustee for Stone & Webster or otherwise, all as though such payment had not been made.

6. The Counterparty may at any time and from time to time without notice to or consent of Guarantor and without impairing or releasing the Guaranteed Obligations of Guarantor hereunder:

(a) agree with Stone & Webster to make any change in the terms of any obligation or liability of Stone & Webster to the Counterparty under the Agreement;

(b) take or fail to take any action of any kind in respect of any security for any obligation or liability of Stone & Webster to the Counterparty;

(c) exercise or refrain from exercising any rights against Stone & Webster or others;  
or

(d) subordinate any obligation or liability of Stone & Webster to the Counterparty including any security therefor.

Any additional suretyship defenses are hereby waived by Guarantor. This Guaranty constitutes a guaranty of payment and not merely of collection.

8. Guarantor hereby waives diligence; presentment; protest; notice of protest, acceleration, and dishonor; filing of claims with a court in the event of insolvency or bankruptcy of Stone & Webster; all demands whatsoever, except as noted in the first paragraph hereof; and any right to require a proceeding first against Stone & Webster or any other guarantor or surety for either of them.

10. This Guaranty becomes effective on the later of the date hereof or the date of the effectiveness of the Agreement. This Guaranty terminates on the date of "Substantial Completion", as such term is defined in the Agreement.

To Counterparty: South Carolina Electric & Gas Company  
Attn: President  
Mail Code 190  
Columbia, SC 29218  
Telephone No.: 803-217-8097  
Facsimile No.: 803-217-9336

South Carolina Public Service Authority  
Attn: Chief Operating Officer (M602)  
One Riverwood Drive  
P.O. Box 2946101  
Moncks Corner, South Carolina 29461-6101  
Telephone No.: 843-761-4087  
Facsimile No.: 843-761-7037

With a copy to: South Carolina Electric & Gas Company  
Attn: General Counsel  
Mail Code 190  
Columbia, SC 29218  
Telephone No.: 803-217-8634  
Facsimile No.: 803-217-9336

South Carolina Public Service Authority  
Attn: General Counsel (M603)  
One Riverwood Drive  
P.O. Box 2946101  
Moncks Corner, South Carolina 29461-6101  
Telephone No.: 843-761-7007  
Facsimile No.: 843-761-7037

To Guarantor: The Shaw Group Inc.  
4171 Essen Lane  
Baton Rouge, LA 70809  
Attention: General Counsel

Notice shall be effective on the Business Day it is delivered except that any Notice that is not delivered prior to the end of normal business hours shall be effective as of the Business Day following the day it is delivered. Any party may change any address to which Notice is to be given to it by giving notice as provided above of such change of address.

12. The Counterparty may, upon notice to Guarantor, assign its rights hereunder without the consent of Guarantor. Guarantor may assign its rights hereunder with the prior written consent of the Counterparty, which consent shall not be unreasonably withheld. Subject to the foregoing, this Guaranty shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns and legal representatives.

13. Guarantor represents and warrants that:

(a) it is a corporation duly organized, validly existing and in good standing under the laws of Louisiana and has the corporate or equivalent power and authority to execute, deliver and perform the Guaranteed Obligations under this Guaranty;

(b) no authorization, approval, consent or order of, or registration or filing with, any court or governmental authority having jurisdiction over Guarantor is required on the part of Guarantor for the execution, delivery and performance of this Guaranty which has not been obtained or duly submitted, as applicable;

(c) this Guaranty, when executed and delivered, shall constitute a valid and legally binding agreement of Guarantor, except as the enforceability of this Guaranty may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditor's rights generally and by general principles of equity; and

(d) the execution, delivery and performance by Guarantor of this Guaranty does not and shall not contravene any law applicable to Guarantor or its organizational documents and does not and shall not conflict with or result in the breach of or default under any indenture, mortgage, agreement, instrument, judgment, decree, order or ruling to which Guarantor is a party or by which any of its properties are bound.



14. The validity, construction, and performance of this Guaranty shall be governed by and interpreted in accordance with the laws of the State of New York, without giving effect to the principles thereof relating to conflicts of laws except Section 5-1401 of the New York General Obligations Law.

15. Guarantor and the Counterparty agree to the exclusive jurisdiction of the United States District Court for the Southern District of New York or, if such court does not have jurisdiction of the matter, the courts of the State of New York located in the City and County of New York, for any legal proceedings that may be brought by Guarantor or the Counterparty arising out of or in connection with this Guaranty or for recognition or enforcement of any judgment. By execution and delivery of this Guaranty, each of Guarantor and the Counterparty accepts, generally and unconditionally, the jurisdiction of the aforesaid court for legal proceedings arising out of or in connection with this Guaranty. Each of Guarantor and the Counterparty hereby waives any right to stay or dismiss any action or proceeding under or in connection with this Guaranty brought before the foregoing court on the basis of forum non-conveniens or improper venue.

16. EACH OF GUARANTOR AND THE COUNTERPARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS GUARANTY.

17. This Guaranty embodies the entire agreement and understanding between Guarantor and the Counterparty and supersedes all prior and contemporaneous agreements and understandings relating to the subject matter hereof.

18. The provisions of this Guaranty are intended for the sole benefit of Guarantor and the Counterparty, and Guarantor and the Counterparty do not intend to create any third party beneficiaries or otherwise create privity of contract with any other person.

19. This Guaranty may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed in its corporate name by its duly authorized representative.

**THE SHAW GROUP INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Acknowledged and Agreed by Counterparty as of this \_\_\_\_ day of \_\_\_\_\_, 2008, by:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

## **EXHIBIT J**

### **Price Adjustment Provisions**

#### **J.1 Introduction**

Exhibit H – Pricing describes the elements of the Contract Price and provides the breakdown of the Contract Price into Fixed Price, Firm Price, Target Price, and Time and Materials Estimate. Only the Firm and Target Prices as well as the Time and Materials Charges are subject to the adjustment provisions of this Exhibit. For the purpose of applying the provisions of this exhibit, the Contract Price has a “Base Date” (BD) of November 30, 2007. The Handy Whitman Index for the Base Date will be the average of the July 2007 and the January 2008 Index, covering that six (6) month period. The Firm Price, Target Price, and Time and Materials Charges will be escalated and adjusted in accordance with the adjustment provisions provided herein.

#### **J.2 Price Adjustment Overview**

The application of the adjustment provisions for each of the price categories: Firm Price, Established Target Price (as defined in Exhibit H) and Time and Materials Charges are provided in the following sections.

In order to adequately address price adjustment due to escalation and other cost conditions over the duration of the Work, three (3) types of adjustment factors will be utilized to adjust the billings:

- 1) Handy Whitman – Total Plant All Steam Generation Index - South Atlantic Region (“Handy Whitman Index”)
- 2) Fixed Annual Percentages
- 3) Market Based Indices

Table J-1 provides a list of project elements and shows the type of adjustment that will be applied to the cost elements for each Consortium Member

##### **J.2.1 Handy Whitman – Total Plant All Steam Generation Index**

This index is a formal index published by Whitman, Requardt and Associates, LLP which reflects the total cost of electric utility construction based on electricity from steam generation. The index is published semi-annually (January and July of each year) and is created for six (6) regions in the United States. The South Atlantic region index will be used since that best reflects the location of the Facility.

For various cost categories, fixed annual percentage adjustments will be used. Since the percentages are fixed for the duration of the Agreement the adjustment percentage for any month of the Agreement can be predefined and are provided in Table J-3.

Market Based Indices will be used for construction craft labor where it is expected that industry indices will not properly reflect the cost adjustments expected during project execution because of the increased demand due to either local or other market conditions. The Market Based Indices will be established through market based analyses prepared by the Contractor and will be representative of the cost changes for a particular labor category associated with construction related to nuclear projects, including refueling outage labor as records are available, in the region for a given period. The procedure for the development of these market based analyses and associated indices will be provided to the Owner for its review and approval. Owner shall review and provide any comments in writing within four weeks of Contractor's submittal. If Owner fails to provide to Contractor any comments within such four week period, then Owner shall be deemed to have approved such market based analyses and associated indices.

### J.2.4 Conditions for Handy Whitman Index

For billing purposes, each Firm Price invoice shall include a preliminary price adjustment calculated as provided below. Acknowledging that the Handy Whitman Index is issued periodically and represents the period's ending values, an adjustment will be made each period to calculate an index value representative of the period covered. This will be accomplished by taking the most recent available Handy Whitman Index at the time of billing plus an estimated escalation adjustment. The price adjustment billed in said manner shall be adjusted, if necessary, at a later date so that the final price adjustment paid under these provisions incorporates the average escalation based on the final Handy Whitman Indices for the applicable period. (See examples below).

### J.3 Pricing Categories

The Fixed and Firm Price Work will be invoiced in accordance with the Milestone Payment Schedule and progress payment schedule provided in Exhibit F-1. As described below, each Firm Price invoice will be subject to price adjustment in accordance with price adjustment formulas and indices.

Target Price Work is invoiced based on actual rates charged at the time the Target Price Work is performed. Adjustments will be applied to allow a direct comparison between the amounts invoiced with the Established Target Price. However, due to the fact the Established Target Price is calculated based on estimated costing rates as of the Base Date (BD), it will be necessary to adjust the invoiced amounts back in time to the BD to perform a direct comparison. These adjustments will not affect the actual invoice amounts due, but will only adjust the invoiced amounts back to BD dollars for evaluation of the project cost performance of the Target Price Work and the determination of the Target Price incentive payment per Exhibit H.

Work performed on a Time and Materials Basis is invoiced based on the billing rates as specified in Exhibit G.

#### J.4.1 Firm Price Adjustment Provisions

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Fixed Annual Percentage adjustment will always be issued with their final adjustment since the adjustment percentage is predetermined and provided in Table J-3.

Table J-2 defines the indices that will be used to adjust each of the Firm Price invoices or Established Target Price category. Exhibit F-1 provides the base amount and identifies the Table J-2 index to be applied to each Firm Price invoice. Table J-3 provides the adjustment percentage for those invoices subject to the Fixed Annual Adjustments. Tables J-2 and J-3 remain unchanged for the duration of the Work unless modified under Article 9 – Changes in Work or require modification under the terms of Section J.2.4 above.

The Agreement will include two (2) types of invoices that are subject to adjustment using this Exhibit: 1) Milestone Payment invoices and 2) progress payment invoices. The amount of these invoices are set forth in Exhibit F-1 and show the base amount of the invoice as well as the date or event that triggers the issuance of that invoice.

Each Firm Price invoice will be adjusted as follows:

Using Tables J-2, J-3, and Exhibit F-1 each Firm Price invoice shall be adjusted based on one of the following methods.

#### **Adjustment Method      Adjustment Process**

##### **Handy Whitman Index**

Adjusted based on the value of the average Handy Whitman Index for the month in which the invoice is issued compared with the same index at the Base Date and a percentage change for the index shall be determined. For invoice issue dates falling within the range of January through June, the Handy Whitman average of the Indices for January and July of the same year will be used to generate the final adjustment. For invoice issue dates falling within the range of July through December the average of the Handy Whitman Index for June of that year and January of the following year will be used to generate the final adjustment. The preliminary invoice adjustment will be based on the latest previously published index value available at the time the invoice is generated plus an estimated escalation adjustment which would be the average semi-annual escalation increases over the past four (4) indices or two years. (See example provided).

##### **Fixed Annual Percentage**

The percentage change to be applied is provided in Table J-3. This is a final value and no preliminary adjustment is required. The 6.5% Fixed Annual Percentage includes a 5.2% escalation estimate and a 1.3% nuclear industry administration adjustment.



The invoice adjustment is determined by the multiplication of the percentage change for the Handy Whitman Index or the Table J-3 Fixed Annual Percentage amount, as applicable, and the Exhibit F-1 Milestone Payment or progress payment amount.

### Price Adjustment Example

### Example 1 – Handy Whitman

**Firm Price Preliminary Handy-Whitman Adjustment Example (All values are for illustrative purposes only)**

Date Of Index	Jul-05	Jan-06	Jul-06	Jan-07	Jul-07	Jan-08	Jul-08	Jan-09	Jul-09
Application Period: Start					7/1/07	1/1/08	7/1/08	1/1/09	7/1/09
End					12/31/07	6/30/08	12/31/08	6/30/09	12/31/09
Index Value (Assumed Values)	424	441	456	479	491	500	520	540	550
Escalation % from Previous Index		4.01%	3.40%	5.04%	2.51%	1.83%	4.00%	3.85%	1.85%
Average Escalation over last 4 Indices (2 years)					3.74%	3.20%	3.35%	3.05%	2.88%
Extrapolated Preliminary Index Value for Application Period (Next 6 Months)						509.36	515.98	537.4	556.449
Base Index Value	495.5								
Preliminary Escalation Adjustment Factor (EAF) (Current Index Value/Base Index Value)						1.0280	1.0413	1.0846	1.1230

**Firm Price Final Handy-Whitman Adjustment Example (All values are for illustrative purposes only)**

Date Of Index	Jan-06	Jul-06	Jan-07	Jul-07	Jan-08	Jul-08	Jan-09	Jul-09
Application Period: Start					7/1/07	1/1/08	7/1/08	1/1/09
End					12/31/07	6/30/08	12/31/08	6/30/09
Final Index Value Averaged over Application Period (Previous 6 months)					495.5	510	530	545
Final Escalation Adjustment Factor (EAF) (Current Index Value/Base Index Value) to be Applied to the Application Period (Previous 6 months)					1.000	1.029	1.070	1.100

Assume that a \$550,000 invoice is issued in October, 2009. From Exhibit F-1 it is determined that the invoice is to be adjusted using the 6.5% Fixed Annual Percentage:

The final price adjustment (PA) for this payment would be as follows:

PA = \$ 51,645

#### J.4.2 Time & Materials Charges Adjustment Provisions

Time and Materials Charges for Stone & Webster work will be billed as detailed in Exhibit G.2 based on actual costs incurred and thus no additional adjustment is required.

Target Price Work is invoiced based on actual cost charges to Owner at the time the Work is performed and therefore the invoices are not subject to adjustment for payment of invoiced amounts. But, as discussed above, the Established Target Price is derived based on cost rates as of the BD and it will be necessary to adjust the invoiced amounts back in time to the BD for comparison to the Established Target Price. This comparison will be used to determine when the Established Target Price point is reached. Target Price incentives and cost sharing will be calculated in current dollars by using actual or readjusted pricing as described in this Section, J.4.3.

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- Prior to reaching the Established Target Price, adjustments do not affect the actual amounts paid and thus, they can be calculated regularly by the Contractor and reviewed by the Owner at least once every six (6) months. However, as the Established Target Price is approached, adjustments shall be made on every invoice using the most current index available with corrected adjustments made after the index for the time period is issued. This same approach would be used for determining the starting point for Case 4 or Case 5 as defined in Exhibit H.

Date Of Index		Jul-07	Jan-08	Jul-08	Jan-09	Jul-09	Jan-10	Jul-10	Jan-11	Totals
Index Value (Assumed Values)		491	500	520	540	550	540	560	590	
Index Value (Averaged over previous 6 months)			495.5	510	530	545	545	550	575	
Escalation Adjustment Factor (EAF) (Current Index Value/Base Index Value)			1.000	1.029	1.070	1.100	1.100	1.110	1.160	
Established Target Price	\$175.00									
Actual Invoiced Amounts for previous 6 months in Current \$			\$0.00	\$0.00	\$9.00	\$30.00	\$25.00	\$30.00	\$25.00	\$119.00
Cumulative Actuals Current \$			\$0.00	\$0.00	\$9.00	\$39.00	\$64.00	\$94.00	\$119.00	
De-Escalated Invoiced Amounts in BD\$			\$0.00	\$0.00	\$8.41	\$27.28	\$22.73	\$27.03	\$21.54	\$106.99

Underrun 2007 BD\$	\$68.01
Re-escalation Factor EF= Actuals in Current \$/ Actuals in 2007\$	1.1123
Underrun in 2012\$ = EF x Underrun in 2007\$	\$75.65
Contractor Incentive Factor	0.80
Contractor Incentive In Completion Date Dollars	\$60.52

Construction craft invoiced amounts will be adjusted based on the Market Based Indices changes using the following process for each adjustment period:

For each construction craft labor category (LC):

LC#1 adjusted to BD \$= Actual amounts invoiced for LC#1 x BD Price Rate LC#1 / (Market Based Labor Rate#1 in current \$.

LC#2 adjusted to BD \$= Actual amounts invoiced for LC#2 x BD Price Rate LC#2 / (Market Based Labor Rate#2 in current \$



LC#X adjusted to BD \$= Actual amounts invoiced for LC#X x BD Price Rate LC#X /(Market Based Labor Rate#X in current \$

The craft labor contribution to the adjusted Established Target Price will be the total of all the labor category adjustments.

### Target Price Work Other than Construction Craft Labor

This category includes all Target Price Work except for construction craft labor. The invoiced amounts for this category will be adjusted using the Handy Whitman Index. The contribution to the adjustment will be calculated as follows:

For the purpose of the Established Target Price adjustment provision only, the adjustment will be based on the value in the Handy Whitman Index at BD as compared to the average value in the Handy Whitman Index for the period the cost was incurred.

### Target Price Invoice Handy Whitman Adjustment Example

As an example of the adjustment provisions for a Target Price invoice for a 6-month period, assume that \$25,000 of non-construction craft labor charges were incurred during the July 2010 to January 2011 period and that

- 1) The Base Date Index for the Handy Whitman Index was 495.5
- 2) The Handy Whitman Index for January 2011 was 590
- 3) The Handy Whitman Index for July 2010 -was 560
- 4) The average Handy Whitman Index value for July 2010 to January 2011 is 575

The Escalation Adjustment Factor (EAF) for this category for this period would be as follows:

$$\text{EAF} = (495.5/575) =$$

$$\text{Adjusted Invoiced Amount} = \$25,000 \times (0.8617)$$

Adjusted Invoiced Amount in BD \$ = \$21,543



### Cost Elements Subject to Adjustment

Adjustment Category	Cost Make-up	WEC	S&W
Zero 0% Fixed Annual Percentage	<ul style="list-style-type: none"> <li>• Steam Generator, Reactor Vessel, Reactor Vessel Internals, Integrated Head Package, Squib Valves, CRDMs, Pressurizer, Passive Regenerative Heat Exchanger, reactor coolant loop piping</li> <li>• Profit*</li> </ul>	X	
5.2% Fixed Annual Percentage	<ul style="list-style-type: none"> <li>• Turbine Generator Package</li> </ul>	X	
6.5% Fixed Annual Percentage	<ul style="list-style-type: none"> <li>• Westinghouse home office and SGA</li> <li>• I&amp;C Systems (Labor and Hardware)</li> <li>• Westinghouse Time and Materials Charges</li> <li>• Profit*</li> </ul>	X	
Market Based Indices	<ul style="list-style-type: none"> <li>• All construction craft labor and associated contingency (only used to adjust Established Target Price for craft labor)</li> <li>• Stone &amp; Webster G&amp;A</li> <li>• Profit</li> </ul>	X	X
Handy Whitman	<ul style="list-style-type: none"> <li>• All Equipment and commodities not listed above</li> <li>• Stone &amp; Webster professional labor</li> <li>• Stone &amp; Webster G&amp;A</li> <li>• Pre-service inspection</li> <li>• Profit*</li> <li>• Substantial Completion Milestone Payments</li> <li>• Risk/Contingency not listed above</li> <li>• Transportation</li> <li>• All other costs not listed herein</li> </ul>	X	X
Zero 0% Fixed Annual Percentage	<ul style="list-style-type: none"> <li>• Investment Recovery, Royalties</li> </ul>	X	X

\* For Westinghouse, Profit is allocated proportionately to the Work in each adjustment category and will be adjusted using that adjustment methodology.

## Price Adjustment Indices

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**Fixed Annual Adjustment Percentage**  
**November 2007 Base Date**

Invoice Date	Fixed Annual Percentage	
	5.20%	6.50%
Nov-07	0.00%	0.00%
Dec-07	0.00%	0.00%
Jan-08	0.00%	0.00%
Feb-08	0.00%	0.00%
Mar-08	0.00%	0.00%
Apr-08	2.17%	2.71%
May-08	2.17%	2.71%
Jun-08	2.17%	2.71%
Jul-08	2.17%	2.71%
Aug-08	2.17%	2.71%
Sep-08	2.17%	2.71%
Oct-08	2.17%	2.71%
Nov-08	2.17%	2.71%
Dec-08	2.17%	2.71%
Jan-09	2.17%	2.71%
Feb-09	2.17%	2.71%
Mar-09	2.17%	2.71%
Apr-09	7.48%	9.39%
May-09	7.48%	9.39%
Jun-09	7.48%	9.39%
Jul-09	7.48%	9.39%
Aug-09	7.48%	9.39%
Sep-09	7.48%	9.39%
Oct-09	7.48%	9.39%
Nov-09	7.48%	9.39%
Dec-09	7.48%	9.39%
Jan-10	7.48%	9.39%
Feb-10	7.48%	9.39%
Mar-10	7.48%	9.39%
Apr-10	13.07%	16.50%
May-10	13.07%	16.50%
Jun-10	13.07%	16.50%
Jul-10	13.07%	16.50%
Aug-10	13.07%	16.50%
Sep-10	13.07%	16.50%
Oct-10	13.07%	16.50%
Nov-10	13.07%	16.50%

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Invoice Date	Fixed Annual Percentage	
	5.20%	6.50%
Dec-10	13.07%	16.50%
Jan-11	13.07%	16.50%
Feb-11	13.07%	16.50%
Mar-11	13.07%	16.50%
Apr-11	18.95%	24.07%
May-11	18.95%	24.07%
Jun-11	18.95%	24.07%
Jul-11	18.95%	24.07%
Aug-11	18.95%	24.07%
Sep-11	18.95%	24.07%
Oct-11	18.95%	24.07%
Nov-11	18.95%	24.07%
Dec-11	18.95%	24.07%
Jan-12	18.95%	24.07%
Feb-12	18.95%	24.07%
Mar-12	18.95%	24.07%
Apr-12	25.14%	32.13%
May-12	25.14%	32.13%
Jun-12	25.14%	32.13%
Jul-12	25.14%	32.13%
Aug-12	25.14%	32.13%
Sep-12	25.14%	32.13%
Oct-12	25.14%	32.13%
Nov-12	25.14%	32.13%
Dec-12	25.14%	32.13%
Jan-13	25.14%	32.13%
Feb-13	25.14%	32.13%
Mar-13	25.14%	32.13%
Apr-13	31.64%	40.72%
May-13	31.64%	40.72%
Jun-13	31.64%	40.72%
Jul-13	31.64%	40.72%
Aug-13	31.64%	40.72%
Sep-13	31.64%	40.72%
Oct-13	31.64%	40.72%
Nov-13	31.64%	40.72%
Dec-13	31.64%	40.72%
Jan-14	31.64%	40.72%
Feb-14	31.64%	40.72%
Mar-14	31.64%	40.72%
Apr-14	38.49%	49.87%
May-14	38.49%	49.87%

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Invoice Date	Fixed Annual Percentage	
	5.20%	6.50%
Dec-17	61.24%	81.03%
Jan-18	61.24%	81.03%
Feb-18	61.24%	81.03%
Mar-18	61.24%	81.03%
Apr-18	69.62%	92.80%
May-18	69.62%	92.80%
Jun-18	69.62%	92.80%
Jul-18	69.62%	92.80%
Aug-18	69.62%	92.80%
Sep-18	69.62%	92.80%
Oct-18	69.62%	92.80%
Nov-18	69.62%	92.80%
Dec-18	69.62%	92.80%
Jan-19	69.62%	92.80%
Feb-19	69.62%	92.80%
Mar-19	69.62%	92.80%
Apr-19	78.44%	105.33%
May-19	78.44%	105.33%
Jun-19	78.44%	105.33%

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Table J-4

Craft	Base Craft Rates - Straight Time (November 2007 USD)						
	Apprentice	Journeyman	Foreman	General Foremen	Fringe Benefits	Per Diem/ Subsistence	Employment/ Retention Incentives & Bonuses
Asbestos worker	\$18.00	\$22.50	\$25.00	\$26.50	\$1.14	\$5.95	\$0.00
Boilermaker	\$19.80	\$24.75	\$27.25	\$28.75	\$1.24	\$5.95	\$0.00
Bricklayer	\$16.80	\$21.00	\$23.50	\$25.00	\$1.07	\$5.95	\$0.00
Carpenter	\$18.48	\$23.10	\$25.60	\$27.10	\$1.16	\$5.95	\$0.00
Cement Finisher	\$18.48	\$23.10	\$25.60	\$27.10	\$1.17	\$5.95	\$0.00
Electrician	\$17.80	\$22.25	\$24.75	\$26.25	\$1.11	\$5.95	\$0.00
Elevator Constructor	\$18.00	\$22.50	\$25.00	\$26.50	\$1.14	\$5.95	\$0.00
Equip Operator, Heavy	\$18.60	\$23.25	\$25.75	\$27.25	\$1.18	\$5.95	\$0.00
Equip Operator, Light	\$15.81	\$19.76	\$22.26	\$23.76	\$1.01	\$5.95	\$0.00
Equip Operator, Medium	\$16.74	\$20.93	\$23.43	\$24.93	\$1.06	\$5.95	\$0.00
Equip Oper., Master Mech	\$16.74	\$20.93	\$23.43	\$24.93	\$1.25	\$5.95	\$0.00
Equip Operator, Oilier	\$16.74	\$20.93	\$23.43	\$24.93	\$1.05	\$5.95	\$0.00
Glazer	\$16.80	\$21.00	\$23.50	\$25.00	\$1.05	\$5.95	\$0.00
Ironworker	\$18.48	\$23.10	\$25.60	\$27.10	\$1.16	\$5.95	\$0.00
Laborer	\$13.44	\$16.80	\$19.30	\$20.80	\$0.83	\$5.95	\$0.00
Millwright	\$19.80	\$24.75	\$27.25	\$28.75	\$1.22	\$5.95	\$0.00
Pile Driver	\$18.60	\$23.25	\$25.75	\$27.25	\$1.18	\$5.95	\$0.00
Pipefitter/Steamfitter	\$19.40	\$24.25	\$26.75	\$28.25	\$1.21	\$5.95	\$0.00
Plumber	\$18.00	\$22.50	\$25.00	\$26.50	\$1.15	\$5.95	\$0.00
Painter	\$16.80	\$21.00	\$23.50	\$25.00	\$1.05	\$5.95	\$0.00
Roofer, Composition	\$16.80	\$21.00	\$23.50	\$25.00	\$1.07	\$5.95	\$0.00
Sheet Metal Worker	\$18.00	\$22.50	\$25.00	\$26.50	\$1.13	\$5.95	\$0.00
Sprinkler Installer	\$18.00	\$22.50	\$25.00	\$26.50	\$1.13	\$5.95	\$0.00
Teamster	\$15.81	\$19.76	\$22.26	\$23.76	\$1.00	\$5.95	\$0.00
Tile Layer	\$16.80	\$21.00	\$23.50	\$25.00	\$1.08	\$5.95	\$0.00

The above rates are exclusive of payroll tax and workers compensation.

Per diem rates are the average per hour rates based on \$70/day(10hrs) for 85% of the craft

Capitalized terms used herein and not otherwise defined herein have the meanings assigned to such terms in the Agreement to which this Exhibit K is appended.

In addition, sales, general and administration overhead and other overhead are categories in Costs, it being understood that Westinghouse and Stone & Webster use different descriptive phrases and categories to describe certain non-directly billed Costs (e.g., Westinghouse uses an SGA category for describing certain of its administrative activities and Stone & Webster uses a general and administrative (“G&A”) category for certain of its administrative activities). A specific charge will only be accounted for in one cost category and will not be double accounted.

“Site Assigned” is related to personnel whose assignment has been changed to the site.

<b>Table K-1: Direct / Billable Charges</b>					
<b>Item No.</b>	<b>Cost Categories</b>	<b>Recoverable by Direct Charges for Time and Expenses Related to the Work (Yes/No)</b>			
		<b>WEC HQ Assigned</b>	<b>WEC Site Assigned</b>	<b>S&amp;W HQ Assigned</b>	<b>S&amp;W Site Assigned</b>
1.	All labor related costs and charges (including overtime and premiums, pay differentials, mobilization and demobilization(if not being mobilized for another site assignment)) for Contractor's personnel (employees, contract, agency, etc.) performing the Work including but not limit to the following personnel <sup>1</sup>	Yes	Yes	Yes	Yes
A	Consortium Manager and Management Committee	Yes	Yes	Yes	Yes
B	Project Director, Deputy and Assistant Project Director(s)	Yes	Yes	Yes	Yes
C	Project Manager(s), Assistant Project Manager(s), and other management personnel of all categories	Yes	Yes	Yes	Yes
D	Project Controls Manager	Yes	Yes	Yes	Yes
E	Quality Assurance and Control Manager(s) and Engineers	Yes	Yes	Yes	Yes
F	Supply Chain/Procurement Director, and Manager	No – In SGA	No – In SGA	Yes	Yes
G	Supply Chain Buyers, Expeditors, Inspectors, and Engineers	Yes	Yes	Yes	Yes
H	Construction Manager, Site Manager, Site Director and other Site managers and construction management personnel, health and safety management and personnel	Yes	Yes	Yes	Yes
I	Engineers of all classifications, including engineering management, whether at the home office or at a Site location	Yes	Yes	Yes	Yes
J	Draftsmen, Designers and Technicians	Yes	Yes	Yes	Yes
K	Manufacturing Engineer Manager	Yes	Yes	Yes	Yes
L	Shop Managers and Technicians	Yes	Yes	Yes	Yes
M	Construction personnel, including but not limited to supervisors and craft, and any charges incurred for such labor including but not limited to charges paid under any labor or related agreements	Yes	Yes	Yes	Yes

<sup>1</sup> The listing of titles and positions are representative, but are not all inclusive.

<b>Table K-1: Direct / Billable Charges</b>					
<b>Item No.</b>	<b>Cost Categories</b>	<b>Recoverable by Direct Charges for Time and Expenses Related to the Work (Yes/No)</b>			
		<b>WEC HQ Assigned</b>	<b>WEC Site Assigned</b>	<b>S&amp;W HQ Assigned</b>	<b>S&amp;W Site Assigned</b>
N	Corporate officers, directors, division administration and management when performing work in direct support of the Work other than those identified herein as directly recoverable. The costs for these personnel when performing corporate functions are an overhead expense and not directly chargeable	No – In SGA	NA	Yes	Yes
O	Labor relations managers and personnel	Yes	Yes	Yes	Yes
P	Estimators, schedulers, planners, cost and schedule, and other project controls engineers and personnel	Yes	Yes	Yes	Yes
Q	Secretaries, stenographers, typists, clerks, administrative personnel, etc. providing project support	No - In Labor Rate	No - In Labor Rate	Yes	Yes
R	In-house insurance and legal personnel when performing work directly for Owner or the Work; outside legal and consultants retained to support the Work	No - In SGA	No - In SGA	Yes	Yes
S	Legal, consultant and in-house labor and charges relating to claims with any supplier and subcontractor, but excluding any such charges for services for any claims between Owner and Contractor	Yes	Yes	Yes	Yes
T	Accounting and finance personnel assigned to the project	No – In SGA	No - In SGA	Yes	Yes
U	Agency and contract hired personnel at their equivalent charge	Yes	Yes	Yes	Yes
V	Outside consultants and Subcontractors	Yes	Yes	Yes	Yes
W	Charges for any other personnel providing services for or associated with the Work	Yes	Yes	Yes	Yes
2.	Any and all payroll taxes and charges required to be paid by any local, state or federal government; state and federal unemployment taxes for professional labor (non-craft)	No - In Labor Rate	No - In Labor Rate	No - In Labor multiplier	No - In Labor multiplier
3.	Any and all payroll taxes and charges required to be paid by any local, state or federal government; state and federal unemployment taxes, charges for benefits, fringes and incentives for craft labor	Yes	Yes	Yes	Yes



### Table K-1: Direct / Billable Charges

Item No.	Cost Categories	Recoverable by Direct Charges for Time and Expenses Related to the Work (Yes/No)			
		WEC HQ Assigned	WEC Site Assigned	S&W HQ Assigned	S&W Site Assigned
4.	Any sales, use, services, business and excise taxes and levies (including fines and penalties from complying with Owner's directions), except for taxes levied directly on or measured by net income	Yes	Yes	Yes	Yes
5.	Work specific costs related to and for any equipment, materials and tools <sup>2</sup> that will become a permanent part of the Facility or that will be used for the engineering, design and construction of the Facility, including but not limited to equipment, consumables, rental and leasing charges; costs for transportation, freight, storage and handling costs, operations, maintenance and repair of any equipment, cancellation and disposal charges, net of any salvage value	Yes	Yes	Yes	Yes
6.	Site and off-Site satellite offices, laydown space and storage locations and facilities, including trailers, equipment, furnishings, maintenance, operations, and contracted support and utilities	N/A	Yes	N/A	Yes
7.	Routine information technology support for computers and office equipment for project specific use and project specific information systems <sup>3</sup>	No - In Labor Rate	Yes	Yes	Yes

<sup>2</sup> Construction tools, equipment and material may be charged, as mutually agreed, at Contractor's rates in effect at the time of usage or based on actual costs on a Time and Materials Basis.

<sup>3</sup> Project Specific information technology support beyond that routinely performed will be offered as Time & Materials scope for approval by Owner.

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<b>Item No.</b>	<b>Cost Categories</b>	<b>Recoverable by Direct Charges for Time and Expenses Related to the Work (Yes/No)</b>			
		<b>WEC HQ Assigned</b>	<b>WEC Site Assigned</b>	<b>S&amp;W HQ Assigned</b>	<b>S&amp;W Site Assigned</b>
8.	Traveling, subsistence and living allowance (including per diems), mobilization and demobilization charges including relocation charges to/off site assignment for personnel performing the Work (including expenses and labor) in accordance with Contractor's policies. (Other relocations to or between Contractor's headquarters offices are excluded) <sup>4</sup>	Yes	Yes	Yes	Yes
9.	Special printing and similar expenses requested or approved by Owner at Contractor's rates in effect at the time of usage	Yes	Yes	Yes	Yes
10.	Communication expenses.	No - In Labor Rate	Yes	No - In RCC <sup>5</sup>	Yes
11.	Express mail postage and courier services	Yes	Yes	Yes	Yes
12.	Normal office reprographics, etc. at rates in effect at the time of usage	No	Yes	No - In RCC	Yes
13.	Cost of any Governmental Approvals	Yes	Yes	Yes	Yes

<sup>5</sup> Reproduction, communication and computers.

<b>Table K-1: Direct / Billable Charges</b>					
<b>Item No.</b>	<b>Cost Categories</b>	<b>Recoverable by Direct Charges for Time and Expenses Related to the Work (Yes/No)</b>			
		<b>WEC HQ Assigned</b>	<b>WEC Site Assigned</b>	<b>S&amp;W HQ Assigned</b>	<b>S&amp;W Site Assigned</b>
14.	Costs of insurance, bonds and other security instruments (unless specifically excluded in Agreement) placed or maintained pursuant to the Agreement, and any expenses incurred and payments made by Contractor (including deductibles), in connection with any occurrence or claim not covered by any insurance	Yes	Yes	Yes	Yes
15.	Office supplies, consumables, and computers and other equipment	No -In Labor Rate	Yes	No – In RCC	Yes
16.	Personnel project safety incentives (subject to mutual agreement with Owner)	Yes	Yes	Yes	Yes
17.	Personnel project completion incentives (subject to mutual agreement with Owner)	Yes	Yes	Yes	Yes
18.	Personnel project performance incentives (subject to mutual agreement with Owner)	Yes	Yes	Yes	Yes